

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS

JUNE 19, 2013

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, June 19, 2013, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Evans, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Campbell, Moynihan, Steffen, Carpenter, Lund, Fewell

Supervisor Vander Leest arrived at 7:05 p.m.

Supervisor Zima arrived at 7:08 p.m.

Total Present: 26

**** PRESENTATION ****

**Commendation Honoring 2012-2013 Notre Dame Triton
Girls Basketball Team**

Supervisor Evans presented a commendation honoring the Notre Dame Triton Girls Basketball Team for a winning season.

**Commendation Honoring 2012-2013 Pulaski Red Raiders
Boys Basketball Team**

Supervisor Fewell presented a commendation honoring the Pulaski Red Raiders Boys Basketball Team for a winning season.

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor La Violette and seconded by Supervisor Campbell **“to adopt the agenda”**. Voice vote taken. Motion carried unanimously with no abstentions.

Supervisor Vander Leest requested to amend the agenda by taking items #10b and #10c after Item #4. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board's role is to listen and not discuss comments nor take action of those comments at this meeting.

No one wished to address the County Board.

No. 3 -- APPROVAL OF MINUTES OF MAY 15, 2013

A motion was made by Supervisor Dantinne and seconded by Supervisor Vander Leest **“to approve the minutes of May 15, 2013.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Campbell announced Nativity Parish is having the Church Picnic on Sunday, June 23rd and invited all to attend.

Supervisor Campbell wished to recognize the Dudley Birder family for all their support of the Neville Museum and contributions to Brown County.

Supervisor Hopp announced the Syble Hopp Golf Outing is July 13th at Hilly Haven Golf Course and stated that this event generates donations for Syble Hopp School. Mr. Hopp mentioned he would be more than happy to provide additional information about the event.

Supervisor Erickson announced that Veterans Appreciation Day is being held on June 30th at the Milwaukee Zoo. Veterans and their families can get complimentary tickets from the Brown County Veterans Services Office.

Supervisor La Violette thanked Supervisors Evans and Fewell on providing commendations for the High School basketball teams.

Supervisor La Violette was very impressed with the Planning Strategy Meeting on Wednesday, June 12th that was conducted by WCA Representative Mark O'Connell. She stated it was an excellent session.

Supervisor Clancy thanked everyone for the cards, letters and prayers during his recovery.

Supervisor Sieber invited everyone to attend Breakfast on the Farm being hosted by the Wayside Dairy Farm in the Town of Morrison on June 23, 2013 from 8:00 a.m. to 12 noon.

ITEMS NO. 10B AND NO. 10C TAKEN OUT OF ORDER AT THIS TIME.

**No. 10b -- RESOLUTION TO APPROPRIATE EXCESS FUND BALANCE FOR THE
CONSTRUCTION OF AN ECO ADVENTURE PARK**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County Ordinance 3.32 FUND BALANCE POLICY section (5) Unassigned Fund Balance (General Fund Only) states: *'Unassigned cash flow should be used for non-recurring purposes whenever possible, and preference should be given to expenditures that will result in efficiencies or other cost savings'*; and

WHEREAS, the current unassigned fund balance reserved for contingencies has met the maximum 20 percent, so funds are available in the unassigned cash flow to be spent on non-recurring purposes; and

WHEREAS, an opportunity to create an ECO Adventure Park Experience will provide visitors with multiple adventure experiences at the NEW Zoo and Reforestation Camp is available through the construction of a Zip Line, Ropes Challenge Course and Climbing Wall; and

WHEREAS, the Zip Line, Ropes Challenge Course and Climbing Wall will anchor "adventure activities" and provide critical mass and expand the offered experience by providing a different type of activity; and

WHEREAS, these adventure experiences at other zoos are quite popular and provide a thrilling confidence building experience, outdoor adventure, promote healthy lifestyle activities, and are very attractive to new and current visitors to the Zoo/Park; and

WHEREAS, the new ECO Adventure Park will promote efficient use of both the Zoo and Park for creating synergies by combining and leveraging underutilized current assets; and

WHEREAS, the N.E.W. Zoological Society, Inc. fully supports the creation of an enterprise fund which will remove the Reforestation Camp from levy funding; and

NOW, THEREFORE BE IT RESOLVED that the Brown County Board of Supervisors authorize the creation of an enterprise fund for the ECO Adventure Park. The net income generated by the ECO Adventure Park will remain in this enterprise fund to be utilized for its operations and the maintenance of the NEW Zoo and Reforestation Camp assets.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Brown County Board of Supervisors that there be an appropriation made from the unassigned fund balance of the General Fund in the amount not to exceed \$500,000 for the ECO Adventure Park at the NEW Zoo and Reforestation Camp.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE
ADMINISTRATION COMMITTEE

Fiscal Note: This Resolution requires an appropriation from the General Fund not to exceed \$500,000.

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Vander Leest and seconded by Supervisor La Violette “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

No. 10c -- RESOLUTION TO APPROPRIATE EXCESS FUND BALANCE FOR THE RENOVATION OF THE BROWN COUNTY GOLF COURSE GREENS

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County Ordinance 3.32 FUND BALANCE POLICY section (5) Unassigned Fund Balance (General Fund Only) states: *‘Unassigned cash flow should be used for non-recurring purposes whenever possible, and preference should be given to expenditures that will result in efficiencies or other cost savings’*; and

WHEREAS, the current unassigned fund balance reserved for contingencies has met the maximum 20 percent, so funds are available in the unassigned cash flow to be spent on non-recurring purposes; and

WHEREAS, there has been significant winter kill to the greens at the Brown County Golf Course this year and has occurred several other years that include 1990, 1997, and 2005 resulting in poor greens, fewer rounds played and much less revenue generated; and

WHEREAS, the United States Golf Association and the American Society Golf Course Architects recommend the life expectancy of a golf course green is from 15-30 years and Brown County’s greens are over 60 years old; and

WHEREAS, the grass type on our current greens is another reason winter kill has occurred. Brown County has Poa Annua grass, a member of the Bluegrass family, which is an annual grass and therefore, very susceptible to winter kill. Poa Annua is a very shallow rooting grass, requiring more water, fertilizer, and pesticides to maintain; and

WHEREAS, correcting the problem will ensure a viable, thriving course for years through removal of the current sod to eliminate the current Poa Annua grass, slit drainage should be installed, areas that are low or high should be regarded to promote water flow off the greens, replace the grass with Bentgrass that has a deeper rooting system holding up better in the winter conditions in Wisconsin, strip out 15 feet from the greens and re-sod with pure Kentucky Bluegrass to prevent the Poa Annua from creeping back to the greens; and

WHEREAS, the project would start on July 16, 2013 in order to allow the course to honor vendor contracts and scheduled outings; and

WHEREAS, the course would not be closed, but temporary greens would be used allowing customers to play at the current temporary rate allowing the renovated greens to be ready to play in the spring of 2014.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that there be an appropriation made from the unassigned fund balance of the General Fund in the amount not to exceed ~~\$400,000~~ \$300,000 ** for the Brown County Golf Course for greens renovation. The loan will be repaid at \$30,000 per year for 10 years with no interest. **

~~NOW, THEREFORE, BE IT FURTHER RESOLVED that the Brown County Golf Course will repay the amount of \$400,000 over a ten (10) year period. This will be repayment will include interest calculated at the interest rate of 2.25%. See the attached repayment schedule.~~

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE
ADMINISTRATION COMMITTEE

** Amended as per the County Board on June 19, 2013.

Fiscal Note: This Resolution requires an appropriation from the General Fund not to exceed \$400,000. This amount will be paid back over a ten (10) year period.

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Williams and seconded by Supervisor Vander Leest **“to adopt”**.

A motion was made by Supervisor Evans and seconded by Supervisor Fewell **“to amend the resolution by striking the last paragraph of the resolution”**.

Following discussion, a vote was taken on Supervisor Evans’ motion **“to amend the resolution by striking the last paragraph of the resolution”**. Vote taken. Roll Call #10c(1):

Ayes: Hopp, Evans, Buckley, Jamir, Moynihan, Carpenter, Fewell

Nays: Sieber, De Wane, Nicholson, Hoyer, Haefs, Erickson, Zima, Vander Leest, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Robinson, Clancy, Campbell, Steffen, Fewell

Total Ayes: 7 Total Nays: 19

Motion defeated.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Evans **“to amend the first ‘Now, therefore’ as follows: Now, therefore, be it resolved by the Brown County Board of Supervisors that there be an appropriation made from the unassigned fund balance of the general fund in the amount not to exceed \$300,000 for the Brown County Golf Course for greens renovation. The loan will be repaid at \$30,000 per year for 10 years with no interest AND to delete the second ‘Now, therefore’.”** Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Zima **“to adopt the resolution as amended”**. Vote taken. Roll Call #10c(2):

Ayes: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Campbell, Moynihan, Steffen, Carpenter, Lund, Fewell
 Abstain: Landwehr

Total Ayes: 25 Total Abstain: 1

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

ATTACHMENT TO RESOLUTION #10c

Golf Course Repayment Schedule**			
\$400,000 @ 2.25%			
	Principal	Interest	Yearly
2014	\$36,076.47	\$8,629.47	\$44,705.94
2015	\$36,896.61	\$7,809.33	\$44,705.94
2016	\$37,735.40	\$6,970.54	\$44,705.94
2017	\$38,593.26	\$6,112.68	\$44,705.94
2018	\$39,470.62	\$5,235.32	\$44,705.94
2019	\$40,367.92	\$4,338.02	\$44,705.94
2020	\$41,285.62	\$3,420.31	\$44,705.93
2021	\$42,224.19	\$2,481.75	\$44,705.94
2022	\$43,184.09	\$1,521.84	\$44,705.93
2023	\$44,165.82	\$540.12	\$44,705.94
Total	\$400,000.00	\$47,059.38	\$447,059.38

** Amended as per the County Board on June 19, 2013.

No. 5 -- COMMUNICATIONS. NONE.

No. 6 -- APPOINTMENTS. NONE.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach commended the County Board for fruitful discussions regarding maintaining assets. Mr. Streckenbach thanked the Supervisors for approving Resolutions #10b and #10c and applauds the Supervisors participation in the process.

Executive Streckenbach announced a new flight that went into effect Monday between Green Bay and Atlanta, Georgia. Mr. Streckenbach felt this was a community effort and that 2020 envisioning requires us all to work together to improve economic development in Brown County.

Mr. Streckenbach discussed budget strategies to change how we do business and maintain core services in Human Services and Public Safety.

County Executive Streckenbach discussed the \$3 million budget challenge facing the County Board involving the Mental Health Center, incarceration and Workers Compensation. The Board also needs to address employees' salaries so that we remain competitive in the job market in the area.

Executive Streckenbach reiterated Supervisor La Violette's impression of the planning session and compliments 14 Supervisors that participated in the session. Mr. Streckenbach stated the main factors such as demographics, birth rate and families determine who does business in Brown County. Brown County needs a 5 year strategic plan and a 5 year fiscal plan.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Chairman Moynihan wished to reiterate that last Wednesday's Strategy Session presented by Mark O'Connell, WCA, was an excellent event. Chairman Moynihan wished to thank Supervisor Robinson for being the catalyst behind holding this Strategy Session.

Chair Moynihan announced that July 31st is a Grievance Session and the Board will need to have a Quorum of Supervisors. The Session will begin at 6 p.m. in the Council Chambers and will probably last between two and three hours.

Mr. Moynihan mentioned in the future possibly there will be additional Grievance Sessions and Mr. Moynihan will keep the Board informed of such matters.

No. 8 -- OTHER REPORTS.

A motion was made by Supervisor Hopp and seconded by Supervisor Sieber **"to suspend the rules to allow one vote for Item #8a and Item #8b"**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor De Wane and seconded by Supervisor Hopp **"to approve Items #8a and #8b"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8b -- TREASURER'S FINANCIAL REPORT FOR THE MONTH OF MARCH 2013

The following is a statement of the Treasurer's Cash on Hand and in the General Account as of March 31, 2013:

Associated Bank and Chase Bank	\$13,549,547.71
Bank Mutual, Denmark State Bank & Pioneer Credit Union	\$0.00
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$44,398.77
Emergency Fund	(\$25,240.51)
NSF Checks Redeposited	(\$20,542.17)
Clerk Passport Account	\$500.00
Workers Comp Acct	(\$47,477.96)
UMR Sweep Account	(\$373,940.26)
Bank Error(s)	\$0.00
Total	<u>\$13,127,245.58</u>
Less Outstanding Checks	(\$3,189,060.88)
Other Reconcilable Items	<u>\$0.00</u>
Balance Per County	<u>\$9,938,184.70</u>

The following is a statement of the Treasurer's Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of March 31, 2013:

	<u>2012</u>	<u>2013</u>
Year-to-Date Interest Received	\$130,791.64	\$108,828.77
Interest Received-Current Month	<u>\$175,858.78</u>	<u>\$16,625.03</u>
Year-to-Date Interest Unrestricted Funds	<u>\$306,650.42</u>	<u>\$125,453.80</u>
 Working Capital Reserves Invested	\$143,622,860.88	\$136,279,458.15
Restricted Investments	<u>\$19,378,200.59</u>	<u>\$10,276,969.73</u>
Total Funds Invested	<u>\$163,001,061.47</u>	<u>\$146,556,427.88</u>
 Certificates of Deposits	\$5,600,000.00	\$7,959,641.96
Treas-Gov't Agencies	\$47,019,361.86	\$51,730,293.06
Commercial Paper	\$0.00	\$0.00
Money Mkt-Pool	<u>\$110,381,700.61</u>	<u>\$86,866,492.86</u>
Total	<u>\$163,001,062.47</u>	<u>\$146,556,427.88</u>

Rate of Return: 0.576%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of March 31, 2013.

/s/ Kerry M. Blaney
County Treasurer

/s/ Troy Streckenbach 6/24/2013
County Executive Date

Submitted by Administration Committee.
Final draft approved by Corporation Counsel.

Approved by: /s/ Troy Streckenbach, County Executive

Date: 6/24/2013

No. 9 -- STANDING COMMITTEE REPORTS:

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 6, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on June 6, 2013 and recommends the following motions:

1. Review of minutes:
 - a) Housing Authority (April 15, 2013). Receive and place on file.
2. Communication from Supervisor Dantine re: To have Human Resources look in to better system to compensate our employees in lieu of the step and pay grade system. To send to staff to look into and have them provide a presentation when the wage comparability study is completed.
3. Communication from Supervisor Steffen re: Amendment to Resolution #10h, upon passage of Resolution #10h. Brown County shall begin submitting monthly invoices for all costs associated with the referenced resolution to the following state-level offices and departments: Department of Administration, State of Wisconsin; Office of the Governor; Association of State Prosecutors (cc: via e-mail only); Office of every State Government Assembly and Senate representing Brown County (cc: via e-mail only); Wisconsin State Journal (cc: via e-mail only); Green Bay Press Gazette (cc: via e-mail only). To hold for one month.
4. Dept of Admin - Budget Status Financial Report for March, 2013. Receive and place on file.
5. Dept of Admin - 2013 Budget Adjustment Log. To approve.
6. Dept of Admin - Government Finance Officers Association Certificate of Recognition for Budget Preparation. Receive and place on file and to acknowledge staff for their work on the budget.
7. Dept of Admin - Director's Report. Receive and place on file.
8. Information Services - Budget Status Financial Reports for February and March, 2013. Receive and place on file.
9. Information Services - Director's Report. Receive and place on file.
10. Human Resources - Budget Status Financial Report for April, 2013. Receive and place on file.
11. Human Resources - Activity Report for April, 2013. Receive and place on file.
12. Human Resources - Director's Report. Receive and place on file.
13. Child Support - Budget Status Financial Reports for March and April, 2013. Receive and place on file.
14. Child Support - 2012 Final Child Support Report. Receive and place on file.
15. Child Support - Director's Report. Receive and place on file.
16. Treasurer - Budget Status Financial Reports for March and April, 2013. To suspend the rules to take 17 before 16. See item #18
17. Treasurer's Financial Report for the Months of January, February and March, 2012. Receive and place on file.
18. Treasurer's Report. Receive and place on file Items 16 & 18.

19. County Clerk - Budget Status Financial Reports for March and April, 2013. Receive and place on file.
20. Corporation Counsel - Request for approval to transfer money from the general fund to the Corporation Counsel budget, in the amount of \$11,980-\$12,455, for the purpose of obtaining a subscription to the nationally recognized legal research site BNA, (Bureau of National Affairs) specializing in the area of Employment and Labor law to assist in-house counsel. To approve but not to exceed \$12,455.
21. Audit of bills. To pay the bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Carpenter “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9b -- REPORT OF JOINT EDUCATION AND RECREATION COMMITTEE AND ADMINISTRATION COMMITTEE OF JUNE 6, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The Joint EDUCATION & RECREATION COMMITTEE and ADMINISTRATION COMMITTEE met in regular session on June 6, 2013 and recommends the following:

1. NEW Zoo - Resolution to appropriate excess fund balance for the construction of an ECO Adventure Park.
 - i. Ed & Rec Motion: To approve. See Resolutions, Ordinances June County Board.
 - ii. Admin Motion: To approve. See Resolutions, Ordinances June County Board.
2. NEW Zoo - Budget Adjustment Request (13-48) Category 4: Interdepartmental reallocation or adjustment (including reallocation from the County’s General Fund – Request for addition of an ECO Adventure Park to be located at the NEW Zoo & Reforestation Camp property.
 - i. Ed & Rec Motion: To approve.
 - ii. Admin Motion: To approve.
3. Golf Course - Resolution to appropriate excess fund balance for the renovation of the Brown County Golf Course greens.
 - i. Ed & Rec Motion: To approve. See Resolutions, Ordinances June County Board.
 - ii. Admin Motion: To approve. See Resolutions, Ordinances June County Board.
4. Golf Course - Budget Adjustment Request (13-49) Category 4: Interdepartmental reallocation or adjustment (including reallocation from the County’s General Fund – Request to transfer \$400,000 from the General Fund to be appropriated to the Brown County Golf Course greens renovation project.
 - i. Ed & Rec Motion: To approve with the notation of \$300,000 over a period of 10 years.
 - ii. Admin Motion: To approve with the understanding that a reserve fund will be created for the golf course.

5. Golf Course - Bid Results for Project 1708 Brown County Golf Course Green Renovation.
 - i. Ed & Rec Motion: To approve the bid of Links Land LLC for the base amount of \$228,000 plus Option 2 in the amount of \$27,800 for a total of \$225,800.
 - ii. Admin Motion: To approve the bid of Links Land LLC for the base amount of \$228,000 plus Option 2 in the amount of \$27,800 for a total of \$255,800.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Hoyer **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JUNE 6, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on June 6, 2013 and recommends the following:

1. Review minutes of:
 - a. Library Board (April 18, 2013). Receive and place on file.
2. Museum - Budget Status Financial Report for April, 2013. Receive and place on file.
3. Museum - Attendance – Revenue April, 2013. Receive and place on file.
4. Golf Course - Budget Status Financial Report for April, 2013. Receive and place on file.
5. Golf Course - Superintendent's Report. Receive and place on file.
6. Library - Budget Status Financial Report for April, 2013. Receive and place on file.
7. Library - Replace plaza with garden at Central Library. To approve.
8. Library - Director's Report. Receive and place on file.
9. Parks Budget Status Financial Report for April, 2013. Receive and place on file.
10. Park Mgmt. - Resolution re: Authorizing the Purchase of WisDOT Surplus Lands for Park Purposes. To approve. See Resolutions, Ordinances June County Board.
11. Park Mgmt. - Resolution re: To Approve a Consent to Easement for a Non-Exclusive Underground Electrical Line Easement Between the Wisconsin Department of Natural Resources and WE Energies. To approve. See Resolutions, Ordinances June County Board.
12. Park Mgmt. - Resolution re: To Approve a Consent to Easement for a Non-Exclusive State Trail Connector Easement Between the Wisconsin Department of Natural Resources and the Village of Allouez. To approve. See Resolutions, Ordinances June County Board.
13. Parks Division - Assistant Director Report. Receive and place on file.
14. Zoo Budget Status Financial Report for April, 2013. Receive and place on file.
15. NEW Zoo - Request from N.E.W. Zoological Society, Inc. for the waiver of the contract fee and admission fee for Feast with the Beast. To approve.
16. NEW Zoo - Approval of low bid of \$31,500 from Decker Lumber & Supply, Inc. for project 1692 – Replace Roof on New Zoo Visitors Center. To approve the low bid of Decker Lumber and Supply, Inc. in the amount of \$31,500.00.
17. NEW Zoo - Budget Adjustment (13-38) Increase in expense with offsetting increase in revenue. To approve.

18. Zoo Monthly Activity Report for April, 2013.
 - a. Operations Report for April, 2013.
 - i. Admissions, Revenue, Attendance Report.
 - ii. Gift Shop, Mayan Zoo Pass Revenue Report.
 - b. NEW Zoo Education & Volunteer Programs Report.
 - c. Zoo Animal Collection Report for April, 2013.
 - d. Zoo Director's Report.
 - i. To suspend the rules and take Items 18a-d together.
 - ii. To receive and place on file Items 18a-d.
19. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex. Receive and place on file.
20. Audit of bills. To pay the bills.

A motion was made by Supervisor Williams and seconded by Supervisor Nicholson **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9d -- REPORT OF EXECUTIVE COMMITTEE OF JUNE 10, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on June 10, 2013 and recommends the following motions:

1. Airport – Maintenance Mechanic (x2) - Vacated 5/17/13, Vacated 6/13/13.
2. Child Support – Child Support Specialist – Enforcement - Vacated 4/1/13.
3. Human Services – AODA Counselor - Vacated 5/27/13.
4. Human Services – Behavioral Health Clinician - Vacated 5/24/13.
5. Planning and Land Services – Administrative Secretary - Vacated 3/15/13.
6. Public Works (Facility Management) – Housekeeper (x2) - Vacated 7/8/13, Vacated 7/8/13.
7. Register of Deeds – Clerk/Typist II - Vacated 12/28/12.
8. Veterans – Veterans Benefits Clerk - Vacated 7/5/13.
9. Veterans – Clerk/Typist I - Vacated 7/8/13.
 - a) To suspend the rules and take Items 1 – 9 together. Passed 5 – 1.
 - b) To approve Items 1 – 9. Passed 5 – 1.
10. Communication from Supervisor Evans re: Who determines what information is forwarded to Supervisors, as it has come to Supervisor's attention that some materials are not being forwarded. Receive and place on file.
11. Communication from Supervisor Nicholson re: Review the ordinance/policy/county code that prohibits county employees to do lobbying own interest on county time. *Held for one month.*
 - a. Closed Session: Pursuant to Wis. Stats. §19.85(1)(f): Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories, data, or involved in such problems or investigations.

- a) To go into closed session at 5:51 pm.
 - b) To return to regular order of business at 6:18 pm.
 - c) To refer to Human Resources to send out policy to all County employees regarding lobbying on County time.
12. Communication from Supervisor Nicholson re: To invite the Deputy Corporation Counsel who prepared and advised Supervisor Steffens for the last eleven months resolution (term limits) explaining the position of the opinion. *Referred from April County Board, held for one month.* Receive and place on file.
 13. Communication from Supervisor Dantine re: That all electronic devices be turned off prior to meetings and left off until meeting is finished except staff. *Referred from May County Board.* Receive and place on file.
 14. Communication from Supervisor LaViolette re: Identify county employees potentially affected by step increases so the Board can take appropriate actions. *Referred from May County Board.* To hold for one month.
 15. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve to pay the bills.
 16. County Executive Report. Receive and place on file.
 17. Internal Auditor Report.
 - a. Budget Status Financial Report for April 30, 2013. Receive and place on file.
 - b. Discussion re: Bills over 5,000. Receive and place on file.
 - c. Anticipated Increase in 2014 Dues and Membership Fees (WCA & NACo). Receive and place on file.
 18. Resolution to Lease two acres of land at 1445 Bylsby Avenue to Greenwood Energy. To approve. See Resolutions, Ordinances June County Board.
 19. Resolution to Lease six acres of land at 3800 Heritage Road to Forward Vision Environmental. To approve. See Resolutions, Ordinances June County Board.
 20. Resolution re: Change in Table of Organization Human Services – Community Programs Economic Support. To approve. Passed 5 – 2. See Resolutions, Ordinances June County Board.
 21. Approval of Commendation Honoring 2012-2013 Notre Dame Girls Basketball Team for June County Board Meeting. To approve.
 22. Approval of Commendation Honoring 2012-2013 Pulaski Boys Basketball Team for June County Board Meeting. To approve.
 23. Discussion and possible action regarding Chapter 4 personnel grievance procedure. To refer to Chapter 4 Grievance procedure by directing the Department of Administration to draft a proposal that will allow for the grievance and written decision of the Hearing Officer to be reviewed with the audio recording also available.

A motion was made by Supervisor Sieber and seconded by Supervisor Buckley **“to adopt”**. Supervisor Dantine requested Item #13 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #13 -- Communication from Supervisor Dantine re: That all electronic devices be turned off prior to meetings and left off until meeting is finished except staff.
COMMITTEE ACTION: Receive and place on file.

Following discussion, a motion was made by Supervisor Dantine and seconded by Supervisor Zima **“that all electronic devices be turned off prior to meetings and left off until meeting is finished except staff”**. Vote taken. Roll Call #9d(1):

Ayes: Nicholson, Erickson, Zima, Vander Leest, Dantine, Williams, Kaster

Nays: Sieber, De Wane, Hoyer, Hopp, Haefs, Evans, Buckley, Landwehr, La Violette, Van Dyck, Jamir, Robinson, Clancy, Campbell, Moynihan, Steffen, Carpenter, Lund, Fewell

Total Ayes: 7 Total Nays: 19

Motion defeated.

A motion was made by Supervisor Dantine and seconded by Supervisor La Violette **“to adopt Item #13 as presented by the Executive Committee ‘to receive and place on file’.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e -- REPORT OF HUMAN SERVICES COMMITTEE OF MAY 22, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on May 22, 2013 and recommends the following motions:

1. **Review Minutes Of:**
 - a. Aging & Disability Resource Center of Brown County Board (April 25, 2013).
 - b. Board of Health (November 13, 2012).
 - c. Children with Disabilities Education Board (April 23, 2013).
 - d. Human Services Board (May 9, 2013).
 - e. Veterans' Recognition Subcommittee (April 16, 2013).

To approve Items 1 a – e.
2. Communication from Supervisor Hopp re: Direct Corporation Counsel to investigation what, if any liability the County assumes by failing to take corrective action, once notified in writing, that individuals are experiencing negative, documented health affects as a result of noxious odors originating from any verifiable source. Receive and place on file.
3. Syble Hopp - Syble Hopp School 2012-2013 Budget.
 - a. To approve the Syble Hopp School 2012 – 2013 Budget.
 - b. To add \$1,824.18 or 2% to the Syble Hopp Administrator salary base.
 - c. To approve the Syble Hopp School 2012 – 2013 Budget as amended.
4. Human Services Dept. - Executive Director's Report. Receive and place on file.
5. Human Services Dept. - CTC Re-design. To approve.
6. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
7. Human Services Dept. - Statistical Reports.
 - a. Monthly Inpatient Data – Community Treatment Center.
 - b. Monthly Inpatient Data – Bellin Psychiatric Center.
 - c. Child Protection – Child Abuse/Neglect Report.
 - d. Monthly Contract Update.

Receive and place on file Items 1a, b, c & d.
8. Human Services Dept. - Request for New Non-Continuous Vendor. To approve.
9. Human Services Dept. - Request for New Vendor Contract. To approve.

10. Human Services Dept. - Resolution re: Change in Table of Organization Human Services – Community Programs Economic Support. To approve. See Resolutions, Ordinances June County Board.
11. Human Services Dept. - Budget Adjustment 13-45: Increase in expenses with offsetting increase in revenue. To approve.
12. Audit of bills. To pay the bills.

A motion was made by Supervisor Nicholson and seconded by Supervisor Hoyer “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9f -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF MAY 20, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on May 20, 2013 and recommends the following motions.

1. Review minutes of:
 - a. Board of Adjustment (April 29, 2013). To approve.
 - b. Planning Commission Board of Directors (April 3, 2013). To approve.
2. Presentation - WisDOT Northeast Region Update. *No action taken.*
3. Airport - Budget Status Financial Report for April, 2013. Receive and place on file.
4. Register of Deeds - Budget Status Financial Report for January-March, 2013. Receive and place on file.
5. Port & Solid Waste - Resolution to Lease Two Acres of land at 1445 Bylsby Avenue to Greenwood Energy. To approve. See Resolutions, Ordinances June County Board.
6. Port & Solid Waste - Resolution to Lease Six Acres of Land at 3800 Heritage Road to Forward vision Environmental. To approve. See Resolutions, Ordinances June County Board.
7. Port & Solid Waste - Budget Adjustment 13-39: Increase in expense with offsetting increase in revenue. To approve.
8. Port & Solid Waste - Director's Report. Receive and place on file.
9. Planning Commission - Resolution to Authorize the Participation of Brown County in Forming a Bay-Lake Regional Loan Fund. To approve. See Resolutions, Ordinances June County Board.
10. Public Works - Resolution No.: 139-2012-13 re: oppose freezing the renewable energy requirements. To approve. See Resolutions, Ordinances June County Board.
11. Public Works - Summary of Operations. Receive and place on file.
12. Public Works - Director's Report. Receive and place on file.
13. Audit of bills. To pay the bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantinne “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9fi -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF MAY 20, 2013

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on May 20, 2013 and recommends the following motions.

1. Budget Status Financial Report for March, 2013. Receive and place on file.
2. NRCS Contribution Agreement and update WLI implementation. To approve NRCS Agreement for \$26,853.
3. EPA Assistance Agreement Grant extension approval – West Shore Project. To approve.
4. Ordinance to Amend Sections 26.06 of the Brown County Code Entitled, “Animal Waste Management”. To approve.
5. Director’s Report. Receive and place on file.

A motion was made by Supervisor Sieber and seconded by Supervisor Dantine “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

THERE WAS NO MEETING OF THE PUBLIC SAFETY COMMITTEE

No. 10 -- Resolutions, Ordinances:

No. 10a -- RESOLUTION TO APPROVE THE TRANSFER OF FUNDS FROM THE GENERAL FUND FOR A SUBSCRIPTION TO EMPLOYMENT AND LABOR LAW RESEARCH SITE

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County Corporation Counsel finds it is in need of access to Employment and Labor Law resources; and,

WHEREAS, Bloomberg’s Bureau of National Affairs (BNA) website is a legal website specializing in labor and employment law research which is nationally recognized as an authority in these legal fields; and,

WHEREAS, a subscription to BNA would allow the County access to employment and labor legislation, regulations, information and court decisions, involving a multitude of employment and labor issues, which information is currently unavailable to the Corporation Counsel’s office on their legal research site; and,

WHEREAS, Brown County Corporation Counsel is requesting the transfer of funds from the General Fund, in an amount not to exceed \$12,455, to the Corporation Counsel budget for the purpose of obtaining a subscription to the nationally recognized legal research site BNA.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors approves and authorizes the transfer of funds not to exceed \$12,455 to the Corporation Counsel budget from the General Fund for the purpose of obtaining a subscription to the nationally recognized legal research site BNA specializing in the areas of Employment and Labor Law.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution requires an appropriation of \$12,455.00 from the general fund.

A motion was made by Supervisor Clancy and seconded by Supervisor Jamir **“to adopt”**.

Supervisor Sieber requested an explanation of this request.

Juliana Ruenzel, Corporation Counsel stated this website is a specialty site specifically for labor and employment laws. Since Ms. Ruenzel was given the responsibility of employment labor and laws she feels this site will be beneficial in providing the legal expertise in that area.

Following discussion, a vote was taken on Supervisor Clancy’s motion **“to adopt”**. Vote taken.
Roll Call #10a(1):

Ayes: Hoyer, Hopp, Haefs, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Jamir, Robinson, Clancy, Campbell, Moynihan, Steffen, Carpenter, Lund, Fewell

Nays: Sieber, De Wane, Nicholson, Erickson, Zima, Kaster, Van Dyck

Total Ayes: 19 Total Nays: 7

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

No. 10d -- RESOLUTION AUTHORIZING THE PURCHASE OF WISDOT SURPLUS LANDS FOR PARK PURPOSES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Wisconsin Department of Transportation has agreed to the sale of 0.88 acres of surplus state-owned land; and

WHEREAS, this land is adjacent to Bay Shore Park and would be used for future park purposes; and

WHEREAS, the funding for the sale price of \$2,400.00 is available in the Parks Building and Land Acquisition special revenue account.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors approve the purchase of this land for park purposes and authorize the appropriate County officials to execute the necessary documents to effectuate such acquisition of land.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Park Management

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution has a fiscal impact; and therefore does require an appropriation of \$2,400 from the Parks Building and Land Acquisition special revenue account.

A motion was made by Supervisor Williams and seconded by Supervisor Evans **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

ATTACHMENT TO RESOLUTION #10d

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: May 6, 2013
REQUEST TO: Education and Recreation Committee/Executive Committee
MEETING DATE: June 6/June 10, 2013
REQUEST FROM: Douglas R. Hartman
Assistant Park Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
 ☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution Authorizing the Purchase of WisDOT Surplus Lands for Park Purposes

ISSUE/BACKGROUND INFORMATION:

The WisDOT conducted a sealed bid process for purchase of surplus land at the entrance to Bay Shore Park. Brown County was the accepted high bid for this land that will be used for future Park purposes. A resolution needs to be approved authorizing the purchase of this land now that WisDOT has approved the sale.

ACTION REQUESTED:

Approve the purchase of this land utilizing funds in the Land and Building Acquisition special revenue account.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$2,400
 - b. If part of a bigger project, what is the total amount of the project? N/A

c. Is it currently budgeted? ☒ Yes ☐ No

1. If yes, in which account? 123.062.062.6110.100

2. If no, how will the impact be funded? N/A

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

No. 10e -- RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A NON-EXCLUSIVE UNDERGROUND ELECTRICAL LINE EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND WE ENERGIES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is the holder of an easement interest for the construction, operation, and management of the Mountain-Bay State Trail by virtue of an Easement entered into between the State of Wisconsin Department of Natural Resources and Brown County and duly recorded on October 25, 2002 as Document No. 1943638 in Brown County Records ("Trail Management Easement"); and

WHEREAS, Brown County, in accordance with the Trail Management Easement, as well as certain other documents relating thereto, is to consent, upon its notification and consultation with the Brown County Parks Department ("Trail Manager"), to any additional easements put forth by the Wisconsin Department of Natural Resources, as the owner of the Mountain-Bay State Trail and the property at issue (as defined in the Draft Underground Electrical Line Easement) that in any way affect the Trail Management Easement; and

WHEREAS, Brown County has been duly notified by the Wisconsin Department of Natural Resources, as Grantor, that We Energies as Grantee, desires to directional bore an electrical conduit under the Mountain-Bay State Trail as more fully described within the attached Draft Easement ("Underground Electrical Line Easement") entered into for purposes of the same; and

WHEREAS, pursuant to the Draft Underground Electrical Line Easement, among other obligations, We Energies is required to, upon approval by the Trail Manager, cut, trim, and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the Underground Electrical Line or the operation thereof; to hold Brown County, its employees and agents harmless in the event that the Trail Manager, its employees or agents cause any damage to the Underground Electrical Line; to protect, indemnify and save harmless the Trail Manager, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly out of acts or omissions by itself, as well as the Trail Manager, its agents or employees; and to obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations, and ordinances in exercising any and all rights granted by the Draft Underground Electrical Line Easement; and

WHEREAS, to compress the timeline for this approval allowing We Energies to conduct the work as soon as possible, the draft easement is being submitted for approval by the Brown County Board of Supervisors with the understanding that the final easement will not contain modifications from the draft that are substantive in nature.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors consents to the attached Draft Underground Electrical Line Easement between the Wisconsin Department of Natural Resources and We Energies and authorizes the execution of the Consent to Easement by Brown County.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Campbell “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

ATTACHMENTS TO RESOLUTION #10e

ON THE FOLLOWING PAGE

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: May 8, 2013

REQUEST TO: Education and Recreation Committee

MEETING DATE: June 6, 2013

REQUEST FROM: Douglas R. Hartman
Assistant Park Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A NON-EXCLUSIVE UNDERGROUND ELECTRICAL LINE EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND WE ENERGIES

ISSUE/BACKGROUND INFORMATION:

The WDNR needs Brown County as the holder of an easement interest on the Mountain-Bay Trail to consent to any easements that they generate. This underground electrical line will not affect Brown County's interest in any way.

ACTION REQUESTED:

Approve the consent to easement.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? Yes ☐ No ☒

a. If yes, what is the amount of the impact? N/A

b. If part of a bigger project, what is the total amount of the project? N/A

c. Is it currently budgeted? Yes ☐ No ☐

1. If yes, in which account? N/A

2. If no, how will the impact be funded? N/A

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

CONTRACT ROUTING FORM

(NOTE: Grey shaded areas must be filled in manually)

Date: May 8, 2013

Contract Effective Date: Upon Signature

Initiator: Doug Hartman Department: Park Management Ext: 4464

Brief Description of Contract:

Consent to easement for an underground electrical line on the Mountain-Bay Trail. This easement is between WDNR and We Energies, but since Brown County has an easement interest, we need to consent to the easement.

Contract Type: (For a definition of each, hover cursor over text. To check box, hover cursor over box and double-click)

- ☐ [Irrevocable Financing](#)
☐ [Revocable Financing](#)
☐ [Insurance](#)
☐ [Purchasing](#)
☐ [Employment-Related](#)
☒ [Real Estate](#)
☐ [Revenue](#)
☐ [Intergovernmental](#)
☐ [Collaborative](#)
☐ [Miscellaneous/Other](#)

	Name of Responsible Party (fill in based on contract type)	Signature (of Responsible Party)	Date Signed
Development.....	<u>Park Management</u>		
(if multiple developers)....	<u>Corps Counsel</u>	<i>Kristen Hooker</i>	6/3/2013
(if multiple developers)....			
Review	<u>Corps Counsel</u>	<i>Kristin Hooker</i>	6/3/2013
(if multiple reviewers).....			
(if multiple reviewers).....			

Approval:

<input type="checkbox"/> Non-Cty Board			
(if multiple approvers)			
(if multiple approvers)			

☒ **County Board**

<u>Education and Recreation</u>	<u>June 6, 2013</u>	<u>May 28, 2013</u>	
Required Committee	Next Meeting Date	Agenda Due Date	Placed on Agenda
<u>Required Committee</u>	<u>Next Meeting Date</u>	<u>Agenda Due Date</u>	<u>Placed on Agenda</u>

Approved through full County Board and resolution signed by County Executive:

Date

Signature.....	<u>County Executive</u>	(must sign actual contract)	
(if multiple reviewers).....		(must sign actual contract)	
(if multiple reviewers).....		(must sign actual contract)	

☐ Signed original (or copy indicating where original is filed) to County Clerk

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**UNDERGROUND ELECTRICAL
LINE EASEMENT**

Section 23.09(10), Wis. Stats.
Form 2200-15

THIS EASEMENT made by and between the State of Wisconsin
Department of Natural Resources, Grantor, and WE Energies Grantee.

WHEREAS, Grantee desires to directional bore a single ___ inch
electrical conduit containing one (1) ___ volt, ___ phase electrical line
within the former railroad corridors, now known as the Mountain Bay
State Trail, located on the following described lands in Brown County,
Wisconsin:

Township 26 North, Range 19 East, Village of Pulaski

Section 31: Commencing at the SE ¼ Corner of said
Section 31, Township 26 North, Range 19
East; thence N89°39'50"W 95.40 feet, thence
N28°07'19"W 1429.94 feet to the POINT OF
BEGINNING thence N68°37'47"W 173.97 feet, thence S61°52'41"W 12 feet,
thence N28°07'19"W 20.62 feet, thence S61°52'41"W 34.00 feet, thence
N28°07'19"W 14.28 feet, thence N61°52'41"E 46 feet, thence S28°07'19"E 14.28
feet, thence S68°37'47"E 151.48 feet, thence S28°07'19"E 19.88 feet to the Point
of Beginning.

Recording Area

Return:

Wisconsin Department of Natural Resources
ATTN: Facilities and Lands
2984 Shawano Avenue
Green Bay, Wisconsin 54313

PIN VP-63

All as shown and dimensioned on the attached Exhibit A.

NOW THEREFORE, in consideration of the sum of Five Hundred Thirty Dollars (\$530.00), the Grantor hereby
conveys to the Grantee, its successor and assigns, a non-exclusive easement to bore, maintain, inspect, operate, repair,
remove and replace under the described premises on the Mountain Bay State Trail, a single ___ inch electrical conduit
containing one (1) ___ volt, ___ phase electrical line, extending underneath and across the corridor as further identified
above and on Exhibit "A" which is attached hereto and made a part hereof. The easement is intended for an underground
installation.

It is understood that:

1. Brown County is the owner and holder of a Trail Management Easement on the Mountain Bay State Trail for the
construction, development, maintenance and operation of the State Trail by the Brown County Parks Department,
hereinafter referred to as the Trail Manager.
2. The Trail Manager shall be notified and consulted prior to any construction or maintenance of the electrical line
and has final authority over issues relating to the management of the trail corridor.
3. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their
proximity may endanger or interfere with the said electrical line or the operation thereof. Any such undertakings
shall be approved by the Trail Manager.
4. The title to the eased premises shall automatically revert to and revest in the Grantor without reentry upon the
abandonment of the use of the same for electrical line purposes or upon non-use of the same for a period of two
(2) years.

5. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, Trail Manager, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
 - a. Out of the construction, installation, maintenance, operation, repair, replacement and removal of the lines;
 - b. Out of any defect in the line or failure thereof; and
 - c. Out of any act or omission of the Grantor, Trail Manager, agents or employees.
6. This Easement shall be non-exclusive and the Grantor may use the above described premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease, easement or conveyance shall not interfere with the Grantee's rights.
7. The Grantee shall contact the Trail Manager prior to commencing any construction or maintenance work.
8. The Grantee is responsible for determining the location of any existing utility lines located within the easement area and for any and all damages, costs or liabilities that result from any damages to these lines caused by the Grantee.
9. All buried underground lines will be placed at a depth of 36" below top of trail grade or more and a plastic "warning" tape or signage be placed above the lines to prevent accidental cutting.
10. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances in exercising any and all rights granted by this easement. If required by law, the Grantee shall apply for any and all Chapter 30 and 31, Wis. Stats., licenses, permits or approvals necessary for implementing the rights granted to the Grantee pursuant to this easement.
11. The Grantee shall maintain the area of this easement in a decent, sanitary and safe condition during construction, repair and maintenance, and at no time shall the Grantee allow its installation to cause a hazard or unsafe condition. Grantee shall accommodate trail users and protect them from any hazards during any construction process.
12. The Grantee shall allow continued public use and users shall have unrestricted right of way at all times of the Mountain Bay State Trail across this location unless otherwise approved by the Trail Manager.

13. Relating to the trail portion:
- a. The travel portion of the trail shall be restored to pre-construction/maintenance or better condition, using the same type and quality materials that meet the Grantor's Trail Design Standards and guidelines and as approved by the Trail Manager.
 - b. Warning signs and lights shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - c. Any excavations on or near the trail shall be covered nightly and in no case shall construction obstruct or interfere with trail use over a weekend period.
 - d. Any trail closure must be done only with written permission of the Trail Manager.
 - e. Any and all ground settling or trail surface damage caused by the exercise of the Grantee's easement rights within a five (5) year period from the date of construction is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within twenty (20) days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - f. Grantee shall not park or store any vehicles or equipment on the trail right-of-way at any time.
 - g. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is available.
14. This easement, in reference to the Mountain Bay State Trail, is subject to future restoration and reconstruction of the right-of-way for rail service consistent with Section 208 of the National Trails System Act Amendments of 1983, Pub. L. No.98-11(16 U.S.C. 1247(d))

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed on its behalf this ____ day _____, 2013.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Douglas J. Haag, Natural Resources Acting Real Estate Director

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2013, the above named Douglas J. Haag, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

CONSENT TO EASEMENT

IN WITNESS WHEREOF, BROWN COUNTY, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Mountain-Bay State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as document number 1943638 on October 25, 2002 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Underground Electrical easement in the name of WE Energies on this _____ day of _____, 2013.

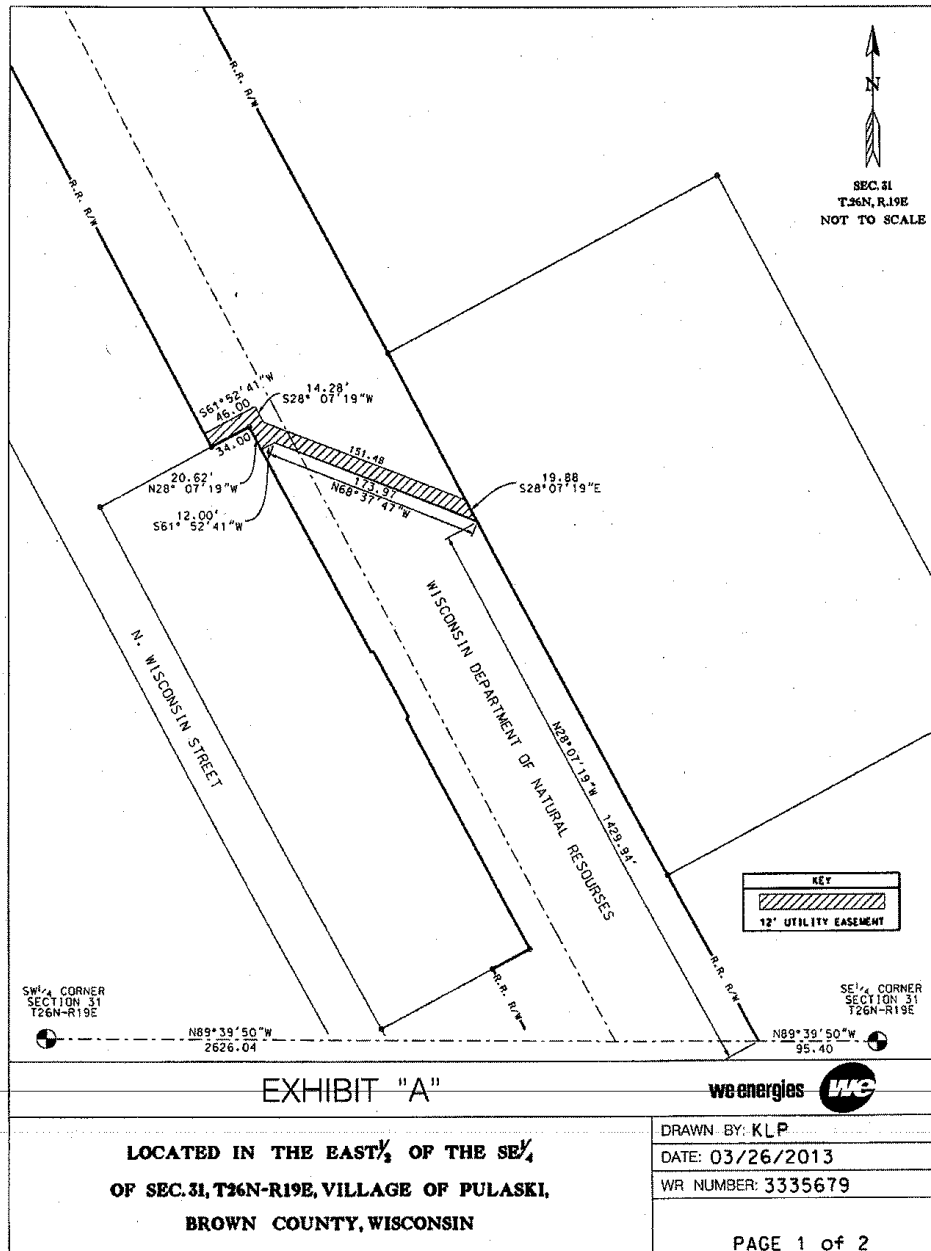
Troy Streckenbach
Brown County Executive (SEAL)

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____ 2013, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

This instrument drafted by:
State of Wisconsin
Department of Natural Resources



No. 10f -- RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A NON-EXCLUSIVE STATE TRAIL CONNECTOR EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE VILLAGE OF ALLOUEZ

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is the holder of an easement interest for the construction, operation, and management of the Fox River State Trail by virtue of an Easement entered into between the State of Wisconsin Department of Natural Resources and Brown County and duly recorded on August 28, 2000 as Document No. 1769733 and the Correction Easement duly recorded on December 12, 2001 as Document 1863067 in Brown County Records ("Trail Management Easement"); and

WHEREAS, Brown County, in accordance with the Trail Management Easement, as well as certain other documents relating thereto, is to consent, upon its notification and consultation with the Brown County Parks Department ("Trail Manager"), to any additional easements put forth by the Wisconsin Department of Natural Resources, as the owner of the Fox River State Trail and the property at issue (as defined in the State Trail Connector Easement) that in any way affect the Trail Management Easement; and

WHEREAS, Brown County has been duly notified by the Wisconsin Department of Natural Resources, as Grantor, that the Village of Allouez as Grantee, desires to construct a recreational connector trail from South Webster Avenue to the Fox River State Trail for pedestrian and bike access as more fully described within the attached Easement ("State Trail Connector Easement") entered into for purposes of the same; and

WHEREAS, pursuant to the State Trail Connector Easement, among other obligations, the Village of Allouez is required to, upon approval by the Trail Manager, cut, trim, and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the State Trail Connector or the operation thereof; to hold Brown County, its employees and agents harmless in the event that the Trail Manager, its employees or agents cause any damage to the State Trail Connector; to protect, indemnify and save harmless the Trail Manager, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly out of acts or omissions by itself, as well as the Trail Manager, its agents or employees; and to obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations, and ordinances in exercising any and all rights granted by the State Trail Connector Easement.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors consents to the attached State Trail Connector Easement between the Wisconsin Department of Natural Resources and the Village of Allouez and authorizes the execution of the Consent to Easement by Brown County.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor De Wane and seconded by Supervisor Vander Leest “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/24/2013

ATTACHMENTS TO RESOLUTION #10f

Document Number	Document Title
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State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**STATE TRAIL CONNECTOR
EASEMENT**

Wis. Stat. ss. 23.09(10) and 27.01(2)(g)

THIS EASEMENT made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as the “Grantor”) and the Village of Allouez, a Wisconsin municipality (hereinafter referred to as the “Grantee”).

RECITALS

WHEREAS, Grantor is the owner of the following described real estate tracts (which are part of two 2 separate tax parcel identification number parcels), and which are part of Heritage Hill State Park and the Fox River State Trail (hereinafter referred to collectively as the “Premises”):

Township 23 North, Range 20 East, Village of Allouez, Brown County Wisconsin. (Heritage Hill State Park property – Parcel “1”)

A part of Private Claim 19, East side of the Fox River, containing 3,878 square feet of land and described as follows:

Commencing at Brown County Corner 30J/K-20/21; Thence N64°04'43"W, 2198.68 feet along the South line of said Private Claim 19 to the Meander corner to said South line; Thence N33°38'10"E, 803.71 feet; Thence N56°20'19"W, 8.57 feet to the Northwesterly right-of-way line of Riverside Drive (S.T.H. "57") and the Point of Beginning; Thence S64°23'37"W, 19.31 feet; Thence S33°44'16"W, 349.62 feet; Thence S47°43'20"W, 20.03 feet to the Northerly right-of way line of S.T.H. "172" and the start of a 5841.20 foot radius curve to the right; Thence 15.49 feet along said Northerly right-of-way line and the arc of said curve with a 15.49 foot chord which bears S63°33'39"E to the intersection of said Northerly right-of-way line and said

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Sharene Smith

Parcel Identification Number (PIN):

AL - 119 - 3
AL - 65

Northwesterly right-of-way line of Riverside Drive (S.T.H. "57"); Thence N33°38'10"E, 383.70 feet along said Northwesterly right-of-way line to the Point of Beginning.
And

Township 23 North, Range 20 East, Village of Allouez, Brown County Wisconsin. (Fox River State Trail property – Parcel "2")

A part of Private Claim 19, East side of the Fox River, containing 1,712 square feet of land and described as follows:

Commencing at Brown County Corner 30J/K-20/21; Thence N64°04'43"W, 2198.68 feet along the South line of said Private Claim 19 to the Meander corner to said South line; Thence N33°38'10"E, 803.71 feet; Thence N56°20'19"W, 8.57 feet to the Northwesterly right-of-way line of Riverside Drive (S.T.H. "57"); Thence S64°23'37"W, 19.31 feet; Thence S33°44'16"W, 349.62 feet; Thence S47°43'20"W, 20.03 feet to the Northerly right-of way line of S.T.H. "172" and the start of a 5841.20 foot radius curve to the left; Thence 245.03 feet along said Northerly right-of-way line and the arc of said curve with a 245.02 foot chord which bears N64°50'19"W to the Southeasterly right-of-way line of the Wisconsin Department of Natural Resources Trail (being the former Wisconsin Central Limited Railroad right-of-way) per Document No. 1795368 and the Point of Beginning; Thence S39°10'54"W, 51.83 feet along said Southeasterly right-of-way line to the start of a 5791.20 foot radius curve to the left; Thence 34.25 feet along the arc of said curve with a 34.25 foot chord which bears N66°20'40"W; Thence N39°10'54"E, 51.92 feet to the start of a 5841.20 foot radius curve to the right; Thence 34.23 feet along the arc of said curve with a 34.23 foot chord which bears S66°12'29"E to the Point of Beginning.

WHEREAS, the Grantee desires to construct a recreational connector trail (hereinafter referred to as the "Allouez Trail") from South Webster Avenue along part of the State Park then continuing on and connecting to the State Trail **onto the Premises** so as to provide direct access to the State Trail;

WHEREAS, the location of the recreational connector trail from South Webster Avenue across part of the State Park is depicted on the attached Exhibit "A" and the recreational connector trail continues on and connects to the State Trail is depicted on the attached Exhibit "B" attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby conveys to the Grantee, a non-exclusive easement to construct, operate, maintain and repair a recreational connector trail on the Premises from South Webster Avenue onto the State Trail.

It is understood by the Grantor and the Grantee that this grant of easement is subject to the following conditions:

1. Brown County is the owner and holder of a Cooperative State Trail Easement on the State Trail for the construction, development, maintenance and operation of the State Trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager").
2. **Heritage Hill Corporation is the owner and holder of a Lease Agreement on the State Park for the construction, development, maintenance and operation of the State Park (hereinafter referred to as the "Corporation")**

3. The Grantor's project manager, Northeast District Parks & Trails and Southern Forest Program Supervisor, and the Executive Director of the Heritage Hill Corporation shall be notified and provide written approval prior to the Grantee commencing any construction or maintenance work of the recreational connector trail and Trail Manager has final authority over issues relating to the management of the Premises.
4. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches on the Premises which by reason of their proximity may endanger or interfere with the said recreational connector trail or the operation thereof, which shall be approved by the Trail Manager.
5. The title to the eased Premises shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for recreational connector trail purposes or upon non-use of the same for a period of two (2) years.
6. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, Trail Manager, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
 - a. Out of the construction, maintenance, operation and repair of the recreational connector trail on the Premises; and
 - b. Out of any defect in the recreational connector trail or failure thereof.
7. This easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease, easement or conveyance shall not interfere with the Grantee's rights.
8. The Grantee is responsible for determining the location of any existing utility lines located within the Premises and for any and all damages, costs or liabilities that result from any damages to these lines caused by the Grantee.
9. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances in exercising any and all rights granted by this easement. If required by law, the Grantee shall apply for any and all Chapter 30 and 31, Wis. Stats., licenses, permits or approvals necessary for implementing the rights granted to the Grantee pursuant to this easement.
10. The Grantee shall maintain the Premises in a decent, sanitary and safe condition during construction, repair and maintenance, and at no time shall the Grantee allow its construction to cause a hazard or unsafe condition. Grantee shall accommodate trail users and protect them from any hazards during any construction process.
11. The Grantee shall allow continued public use and users shall have unrestricted right of way at all times of the State Trail across this location unless otherwise approved by the Trail Manager.
12. Relating to the State Trail portion of the Premises:
 - a. The traveled portion of the State Trail shall be restored to pre-construction/maintenance or better condition, using the same type and quality materials that meet the Grantor's Trail Design Standards and guidelines and as approved by the Trail Manager.
 - b. Warning signs and lights shall be placed informing State Trail users of any construction work or as otherwise directed by the Trail Manager. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for State Trail users that require State Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the State Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.

- c. Any excavations on or near the State Trail shall be covered nightly and in no case shall construction obstruct or interfere with State Trail use over a weekend period.
 - d. Any State Trail closure must be done only with written permission of the Trail Manager.
 - e. Any and all ground settling or State Trail surface damage caused by the exercise of the Grantee's easement rights within a five (5) year period from the date of construction is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within twenty (20) days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - f. Grantee shall not park or store any vehicles or equipment on the State Trail right-of-way at any time.
 - g. Grantee shall not use the State Trail right-of-way for backing of any equipment unless a flag person is available.
13. This easement is subject to future restoration and reconstruction of the right-of-way for rail service consistent with Section 208 of the National Trails System Act Amendments of 1983, Pub. L. No.98-11 (16 U.S.C. 1247(d)).
14. The Grantor retains management, supervision and control over the Premises for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code and pertinent state laws, when needed to protect the Premises or the general public.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement.
17. If any term or condition of this easement shall be deemed invalid or unenforceable, the remainder of this easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
18. Enforcement of this easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 2013.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Douglas J. Haag
Natural Resources Acting Real Estate Director

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2013, the above named Douglas J. Haag, Natural Resources Acting Real Estate Director, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is)

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this ____ day _____, 2013.

By _____ (SEAL)

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2013, the above named _____, in their capacity as _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My Commission (expires)(is)

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Heritage Hill Corporation c/o John Flatley, President being the holder of a Lease Agreement interest for the construction, operation and management of the State Park by virtue of said Lease Agreement between the State of Wisconsin Department of Natural Resources and Heritage Hill Corporation, **singed on April 4, 2013** against said Premises, does hereby acknowledge, join in and consent to this recreational trail connector easement in the name of the Village of Allouez on this _____ day of _____, 2013.

By: _____ (SEAL)

John Flatley
President, Heritage Hill Corporation

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____ 2013, the above named John Flatley, President to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*

Notary Public, State of Wisconsin
My Commission (expires)(is)

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive being the holder of an easement interest for the construction, operation and management of the State Trail by virtue of said Cooperative State Trail Easement between the State of Wisconsin Department of Natural Resources and Brown County recorded on August 28, 2000 as Document No. 1769733, and on December 21, 2001 as Document No. 1863067 and on March 4, 2004 as Document No. 2100224 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this recreational trail connector easement in the name of the Village of Allouez on this _____ day of _____, 2013.

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____ 2013, the above named Troy Streckenbach, Brown County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My Commission (expires)(is)

This instrument drafted by:
Attorney Kristin A. Hess
State Bar # 1001214
State of Wisconsin
Department of Natural Resources

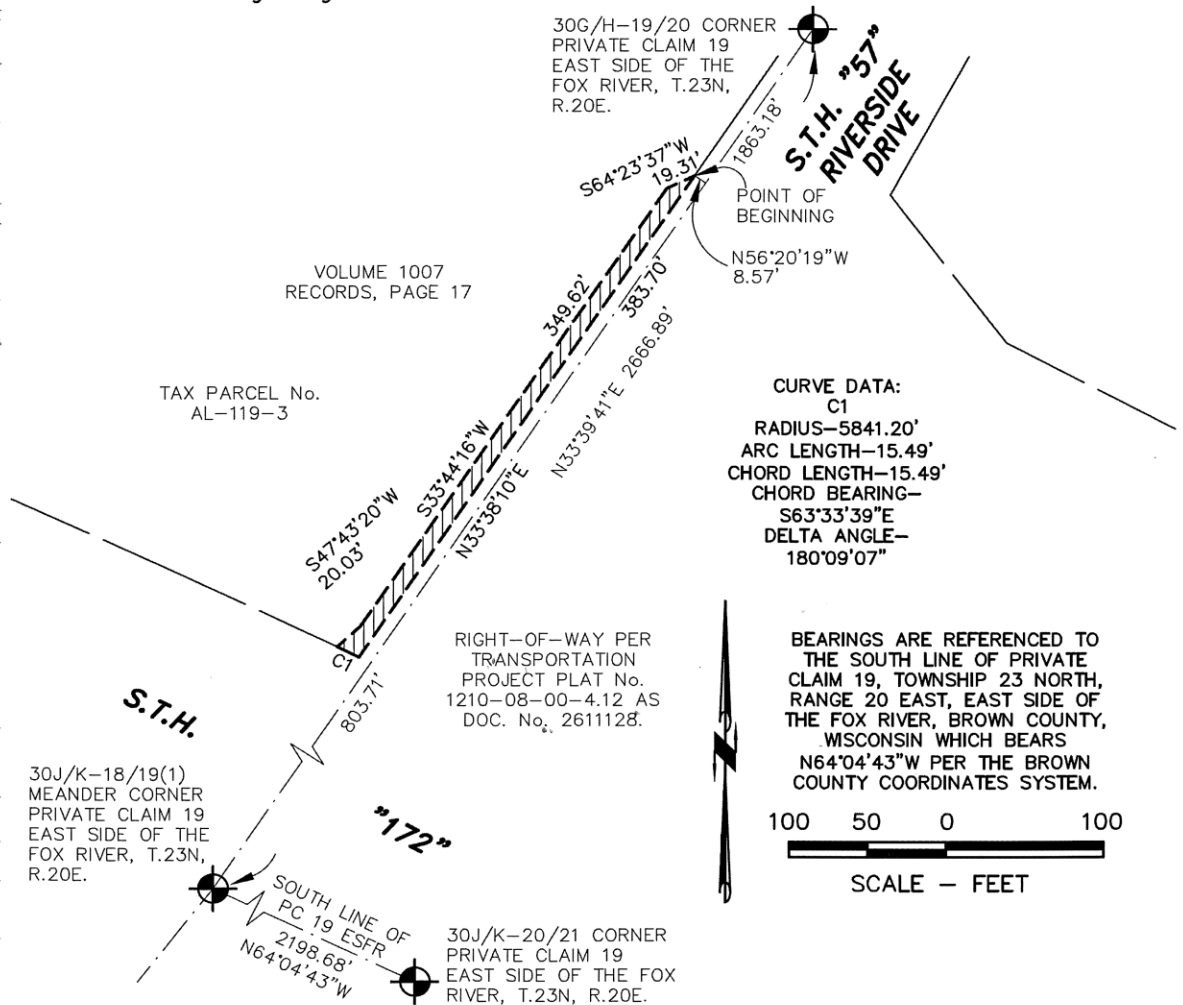
Exhibit A
And
Exhibit B
On the following pages

PERMANENT LIMITED EASEMENT DESCRIPTION:

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c:\projects\A0012\820106\04-rw Plt\HERITAGE HILL RIVERSIDE DR-PLT.dwg, mode, Plt Date: 4/22/2013 4:16 PM, xref: (x-aerial, parcels-go-brown-2011_09_23)



McMAHON
ENGINEERS ARCHITECTS

Project No. A0012 820106.04 Date APR. 2013 Scale 1"=100'

Drawn By CWK Field Book Page

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

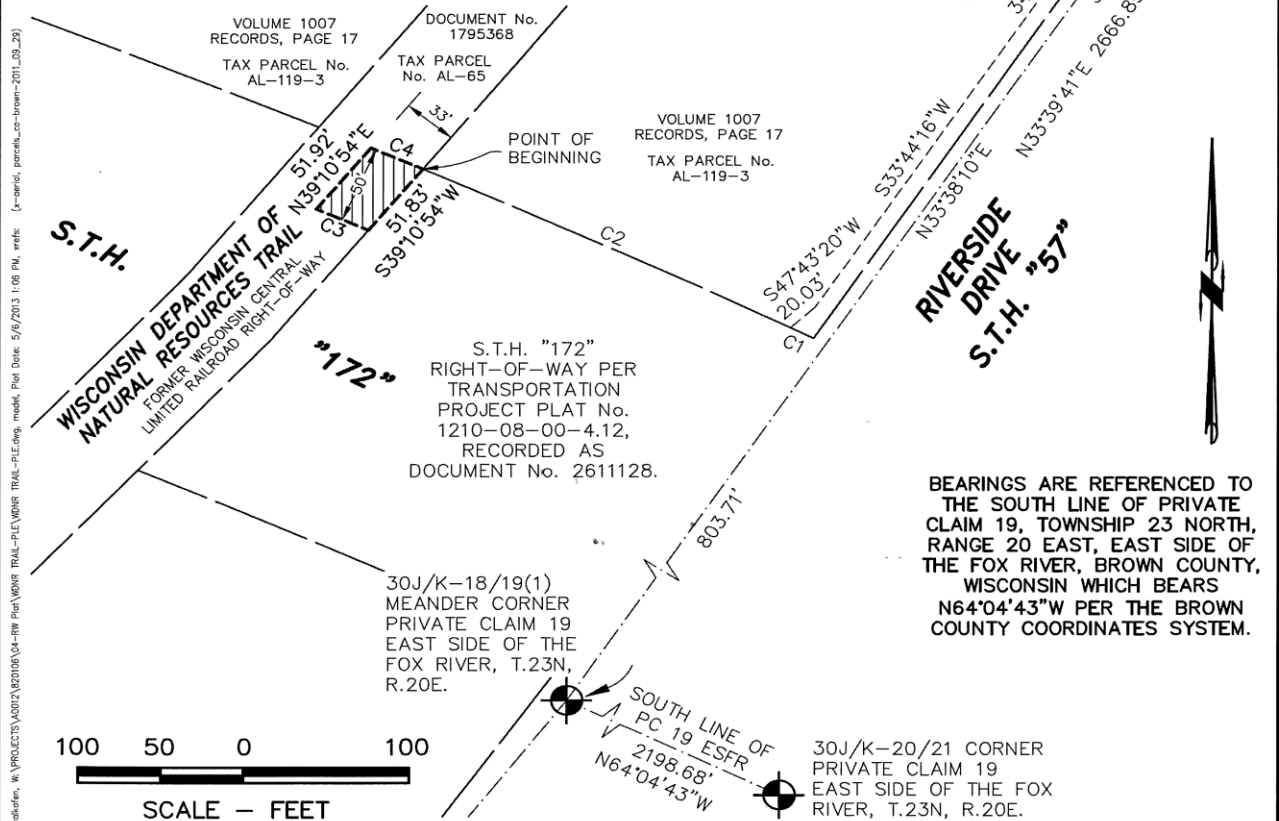
File No.

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5841.20'	15.49'	15.49'	S63°33'39"E	180°09'07"
C2	5841.20'	245.03'	245.02'	N64°50'19"W	2°24'13"
C3	5791.20'	34.25'	34.25'	N66°20'40"W	0°20'20"
C4	5841.20'	34.23'	34.23'	S66°12'29"E	180°20'09"



No. 10g -- RESOLUTION REGARDING CHANGE IN TABLE OF ORGANIZATION HUMAN SERVICES – COMMUNITY PROGRAMS ECONOMIC SUPPORT

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Affordable Care Act (ACA) has a direct impact on Economic Support administration resulting in additional workload enrolling eligible individuals in Medicaid and providing assistance to those eligible for insurance through the Federal Healthcare Exchange/Marketplace; and

WHEREAS, the U.S. Department of Health and Human Services will provide funding for increased staffing needs to support the federally mandated services generated through the ACA; and

WHEREAS, the Human Services – Community Programs table of organization currently has 42.25 FTE Economic Support Specialist positions; and

WHEREAS, the Economic Support Specialists currently have caseloads ranging from 840 to 1000+ cases. ACA will add significantly to this caseload; and

WHEREAS, to accommodate the anticipated increased caseload due to ACA, Human Services recommends the addition of 8.00 FTE Economic Support Specialist positions; and

WHEREAS, Human Services further recommends the addition of 2.00 FTE Lead Economic Support Specialist positions that will play a critical role in implementing the numerous changes and assist in providing training and technical assistance to staff as well as maintain a partial caseload; and

WHEREAS, it is recommended the Lead Economic Support Specialist position be maintained in Pay Grade 15 of the Administrative Classification and Compensation Plan; and

WHEREAS, additional clerical support will be needed during the initial enrollment period. Therefore, Human Services recommends a Clerk II – LTE to assist during the implementation, training and rush of initial enrollments. This position would end after approximately one year.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors the Human Services table of organization be changed adding 8.00 FTE Economic Support Specialist positions, 2.00 FTE Lead Economic Support Specialist positions and 1.00 FTE Clerk II – LTE.

BE IT FURTHER RESOLVED, the Lead Economic Support Specialist position be maintained in Pay Grade 15 of the Administrative Classification and Compensation Plan.

BE IT FURTHER RESOLVED, funding for these positions will be provided by the U.S. Department of Health and Human Services. Should the funding be eliminated, the positions will end and be eliminated from the Human Services table of organization.

Partial Budget Impact (07/01/13 – 12/31/13):

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Economic Support Specialist	8.00	Addition	\$138,528	\$ 85,420	\$223,948
Lead Economic Support Specialist Pay Grade 15	2.00	Addition	\$ 43,443	\$ 22,671	\$ 66,114
Clerk II – LTE	1.00	Addition	\$ 19,293	\$ 13,151	\$ 32,444
Partial Budget Impact			\$201,264	\$121,242	\$322,506

Annualized Budget Impact:

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Economic Support Specialist	8.00	Addition	\$277,056	\$170,840	\$447,896
Lead Economic Support Specialist Pay Grade 15	2.00	Addition	\$ 86,886	\$ 45,342	\$132,228
Clerk II – LTE	1.00	Addition	\$ 30,401	\$ 20,723	\$ 51,124
Annualized Budget Impact			\$394,343	\$236,905	\$631,248

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Authored by: Human Resources

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Evans and seconded by Supervisor La Violette **“to adopt”**.
Vote taken. Roll Call #10g(1):

Ayes: Sieber, De Wane, Hoyer, Hopp, Haefs, Erickson, Evans, Landwehr, Dantinne, La
Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Campbell, Moynihan,
Steffen, Carpenter, Lund, Fewell

Nays: Nicholson, Zima, Vander Leest, Buckley

Total Ayes: 22 Total Nays: 4

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

ATTACHMENTS TO RESOLUTION #10g

FOLLOWING PAGES

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: LEAD ECONOMIC SUPPORT SPECIALIST
REPORTS TO: ECONOMIC SUPPORT SUPERVISOR
DEPARTMENT: HUMAN SERVICES
REPRESENTATION UNIT: ADMINISTRATIVE

JOB SUMMARY:

This position is an advanced level position among the Economic Support Specialists. The position will maintain a reduced Economic Support caseload as well as assist in the training of new staff, providing technical and programmatic assistance to staff, and reviewing the work of new staff.

For the reduced caseload, this position determines eligibility of applicants/recipients for all Economic Support programs including Medicaid, Badgercare Plus, Foodshare, and Child Care Assistance. Duties include interviewing clients, collecting data, and computing applicant, client and recipient budgets; records and documents information; accesses, prepares and inputs all data into the statewide computer processing system.

ESSENTIAL DUTIES:

Discusses cases with workers and makes decisions regarding applications, reviews and changes; directs the staff in an effort to solve problems of clients and offers suggestions to rectify problems. Researches policy and provides technical assistance to staff through use of handbooks, manuals, computer systems or state call center for correct case processing and eligibility determination.

Receives and responds to technical questions from staff, consumers and general public about programs and services.

Ensures Economic Support policies are interpreted and presented correctly to staff.

Assists in the training of new Economic Support Specialists by observing interviews and reviewing case work prior to confirmation of benefits to ensure accuracy.

Responsible for CARES and CARES Worker Web technical assistance and troubleshooting cases with eligibility staff.

Functions in a leadership role consulting with Economic Support Supervisors and Administrator on policy, procedures, training and quality improvement.

Maintains a partial Economic Support caseload. Performs/processes determinations and re-determinations of eligibility and other tasks determined to be necessary for effective and efficient program administration.

Evaluates and refers all appropriate cases for front end verification and/or fraud investigation.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment

Computer

MINIMUM QUALIFICATIONS REQUIRED:**Education and Experience:**

Minimum of 2 years' experience as an Economic Support Specialist.

Performance evaluations must demonstrate above average performance, initiative and leadership activities.

Licenses and Certifications:

None

Knowledge, Skills and Abilities:

Advanced knowledge of the Economic Support functions, job duties and state computer systems/software.

Knowledge of and ability to utilize a computer and the required software.

Ability to perform leadership tasks.

Ability to assist and support other staff.

Ability to determine accurate case benefits and to identify errors in case processing.

Ability to implement policies and procedures and to train staff.

Ability to work accurately and efficiently under pressure.

Ability to accept client situations and problems without imposing one's own standards.

Ability to input data into a computer system.

Ability to establish and maintain effective working relationships with staff and the public, including people from diverse cultures.

Ability to interview and obtain information from the public.

Ability to communicate effectively both orally and in writing.

Ability to provide bridge between Economic Support Specialists, Economic Support Supervisors and Economic Support Administrator.

Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Lifting 20 pounds maximum with frequent lifting and/or carrying of object weighing up to 10 pounds.

Frequent sitting; occasional bending, twisting, squatting and reaching.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling and operating controls.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

New: 05/13

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE:	CLERK II
REPORTS TO:	ECONOMIC SUPPORT SUPERVISOR
DEPARTMENT:	HUMAN SERVICES

JOB SUMMARY:

Under general supervision performs clerical work of a varied nature, which calls for familiarity with basic agency and unit procedure and the ability to exercise independent judgment in carrying out assignments. Performs clerical tasks for all Economic Support programs including Medicaid, Badgercare Plus, FoodShare, Child Care assistance and the Wisconsin Home Energy Assistance Program.

ESSENTIAL DUTIES:

Greets and assists consumers that come into the Economic Support area. Determines consumer's reason for stopping into the agency and directs the person appropriately. Provides basic information on Economic Support programs and services.

Notifies appropriate staff person when an appointment is waiting by either direct phone contact, email, voice mail message or computer system.

Responds to general inquiries about the process of applying for FoodShare, Medicaid, Badgercare Plus, Energy Assistance, Child Care, or any other programs administered through Brown County Human Services as forms of public assistance:

- queries State computer system(s) and determines if an application is necessary or other paperwork is needed to reopen an existing case

- provides the appropriate application forms and, when necessary, answers questions or assists in form completion
- directs those applying in person to the client registration specialist for processing

Responds to basic questions relevant to case status and benefit issuance by researching State computer system(s). Responds to questions regarding correspondence sent to customer by Economic Support Unit.

Provides appropriate paperwork/forms to the customer for the purposes of obtaining needed verification. Explains and assists in the proper completion of the forms. Explains relevant federal, state and agency policy and procedure.

Maintains familiarity with community resources and partnering agency services. Informs customers, inquiring about assistance, of relevant programs available as resources. Provides contact information when requested.

Utilizes Customer Assistance for Re-employment and Economic Support (CARES) and CARES Worker Web (CWW) computer system to respond to consumer questions.

Answers incoming phone calls on our main Economic Support phone line.
Schedules Energy Assistance appointments upon request.

Assists in issuing temporary Foodshare Quest cards.

Assists in sorting, date stamping and scanning incoming mail.

Assists in client registration process. Enters data into computer system to register consumer for public assistance programs and schedules appointments when applicable.

Serves as backup to various duties within the Support Services Unit.

NON-ESSENTIAL DUTIES:

Performs other related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma, plus one year of office and/or customer service experience; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certifications:

None

Knowledge, Skills and Abilities:

Knowledge of general office procedures.

Knowledge of correct spelling, and proper grammar.

Knowledge of and ability to utilize a computer and the required software.

Skilled in the operation of a variety of office machines (i.e. copy machine, fax machine, telephone, and personal computer).

Ability to perform varied and somewhat complex clerical tasks.

Ability to establish and maintain effective working relationships with staff and public.

Ability to assume responsibility and to follow established procedures.

Ability to understand and carry out fairly complex oral and written instructions.

Ability to communicate effectively both orally and in writing.

Ability to perform full data entry function at a rate of 65 net keystrokes per minute.

Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Lifting 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 20 pounds.

Intermittent standing, sitting and walking.

Using hand(s)/feet for repetitive single grasping, fine manipulation and pushing and pulling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Reviewed: 05/13

TABLE OF ORGANIZATION CHANGE REQUEST

Department: Human Services – Economic Support

Contact: Jenny Hoffman _____

Briefly explain requested table of organization change:

Add 1 LTE Clerk II position in Economic Support due to the increased workload with the Affordable Care Act (ACA). This position is funded by revenue from the Department of Health Services.

Clerical Support will be needed to assist in the increased workload in Economic Support due to the ACA.

If **DELETING** a current position, fill in the following information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

If adding a **NEW** position, fill in the information and answer the questions below:

Job Title: LTE – Clerk II _____

Hourly Pay Rate: \$16.59____ Annual Hours: 1950____ FTE: 1____ Grade: _____ Step: _____
(Administrative only)

Is this position grant funded? ☐ Yes ☒ No (If yes, attach a copy of the grant.)

Are benefits covered by the grant? ☐ Yes ☐ No

Are the duties of this position mandated? ☒ Yes ☐ No

1. What caused the increase in duties to justify adding this position?

The Affordable Care Act (ACA) has a direct impact on Economic Support administration. An additional workload will be assumed by Economic Support to accommodate the enrollment of individuals currently eligible but not participating in Medicaid as well as assistance provided to individuals who are eligible for insurance through the federal healthcare exchange/Marketplace.

Additional clerical support will be needed to assist in the increased workload associated with the ACA. This position will be responsible for registering all new applicants, backing up front desk staff, and assisting with other clerical functions that this additional workload brings.

2. Are duties currently being done? Explain why current staff is unable to absorb the duties.

The Affordable Care Act (ACA) has a direct impact on Economic Support administration. An additional workload will be assumed by Economic Support to accommodate the enrollment of individuals currently eligible but not participating in Medicaid as well as assistance provided to individuals who are eligible for insurance through the federal healthcare exchange/Marketplace.

Workload increases are expected to begin October 1, 2013 when enrollment begins. Training will be required therefore this position would be needed for 9/1/13.

3. List alternative methods for accomplishing this work or methods for doing this work without existing or additional staff.

This is a limited term employee /Clerk II position that will be needed for approximately 1 year as applicants enroll in Medicaid and the federal healthcare exchange/Marketplace.

Due to efficiencies and streamlining a reduction of 3.5 positions in the Economic Support Clerical unit over the past 4 years has already been accomplished. There is not a way to accomplish the new workload without increasing clerical support.

4. What service(s) would be reduced or eliminated if position is not created?

Additional funding will be provided by DHS to accommodate the increase in workload. Providing these services is required by the Department of Health Services.

- Failure to meet ES performance standards – application timeliness.
- Decrease in quality customer service. Consumer will wait in line longer. Frustrated and angry consumers that wait in line create a negative influence on others waiting in the lobby. This also creates an unfriendly atmosphere for families who are already in crisis.
- Phone calls may not be answered. When calls are not answered, frustrated consumers come to the agency to get answers. It then takes more time to defuse the angry consumer and get him/her the answers they need.
- Adverse effects on community based providers and agencies.

5. Please list the qualifications or combined education and experience for an individual filling this position.

High School diploma, plus one year of office and/or customer service experience; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

If requesting a **RECLASSIFICATION or OTHER POSITION CHANGE**, fill in the information and answer the questions below:

Current Position Information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

Proposed Reclassification Position Information:

Job Title: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

1. What caused the change in duties to justify reclassifying or otherwise changing this position?
2. How long has this position been taking on these additional duties?
3. If reclassification, describe how the change in duties affects the knowledge, skills and abilities to perform the position.

HUMAN RESOURCES APPROVAL/ACTION *(HR only)*

Prepared by: _____ Date: _____

Comments: _____

Are you in agreement with the department's new position/reclassification request? ☐ Yes ☐ No

Pay Table: _____ Tentative Grade Placement: _____ Tentative Step: _____

Reviewed/Approved by: _____
(HR Manager Signature)
(Date)

DOA REVIEW *(Admin only)*

I certify that I have reviewed and approved the fiscal impact for this table of organization change:

(Signature) *(Date)*

Comments: _____

EXECUTIVE REVIEW (*County Executive only*)

(Signature)

(Date)

OK to proceed with inclusion of this new position/reclassification in budget process? ☐ Yes ☐ No

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: ECONOMIC SUPPORT SPECIALIST
REPORTS TO: ECONOMIC SUPPORT SUPERVISOR
DEPARTMENT: HUMAN SERVICES
REPRESENTATION UNIT: HUMAN SERVICES PARA-PROFESSIONALS

JOB SUMMARY:

Determines eligibility for all Economic Support programs including Medicaid, Badgercare Plus, FoodShare, Child Care assistance and the Wisconsin Home Energy Assistance Program. Interviews consumers, collects data, and computes budgets; records and documents information; accesses, prepares and inputs all data into the statewide computer processing system.

ESSENTIAL DUTIES:

Processes determinations and re-determinations of eligibility and other tasks determined to be necessary for effective and efficient program administration.

Identifies, evaluates and responds to changing client eligibility situations.

Processes new program requests, case composition changes/person additions.

Conducts interactive interviews on Client Assistance for Re-employment and Economic Support (CARES) and CARES Worker Web (CWW) computer systems.

Resolves discrepancies in State produced crossmatches, i.e. State Wage Information Collection Agency (SWICA), Internal Revenue Service (IRS), Social Security, Department of Industry Labor and Human Relations (DILHR).

Evaluates and refers all appropriate cases for front end verification and/or fraud investigation.

Determines over/under payments.

Prepares case file materials for scanning into electronic case file system (ECF).

Makes referrals for appropriate services and/or to additional community resources.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED:**Education and Experience:**

Two years of post-secondary education in a business or human services related field, plus two years of professional experience in dealing with the public, and experience using a computer; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certifications:

None

Knowledge, Skills and Abilities:

Knowledge of the roles of community service and Economic Support functions.

Ability to utilize a computer and the required software.

Ability to work accurately and efficiently under pressure.

Ability to accept client situations and problems without imposing one's own standards.

Ability to input data into a computer system.

Ability to establish and maintain effective working relationships with staff and the public, including people from diverse cultures.

Ability to interview and obtain information from the public.

Ability to communicate effectively both orally and in writing.

Ability to provide case management and case planning services to customers.

Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Lifting 30 pounds maximum with occasional lifting and/or carrying of object weighing up to 20 pounds.

Frequent sitting; occasional bending, twisting, squatting and reaching.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling and operating controls.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Reviewed: 05/13

TABLE OF ORGANIZATION CHANGE REQUEST

Department: Human Services – Economic Support

Contact: Jenny Hoffman _____

Briefly explain requested table of organization change:

Add 2 Lead Economic Support Specialist positions due to the increased workload with the Affordable Care Act (ACA). **These positions are funded by revenue from the Department of Health Services.**

These positions will be critical in the day to day Economic Support operations. Additional training and technical support will be needed not only to support the increased number of new staff, but also ongoing staff that are implementing new policies related to ACA.

If **DELETING** a current position, fill in the following information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

If adding a **NEW** position, fill in the information and answer the questions below:

Job Title: Lead Economic Support Specialist_____

Hourly Pay Rate: \$20.88__ Annual Hours: 2080__ FTE: 2__ Grade: _____ Step: _____
(Administrative only)

Is this position grant funded? ☐ Yes ☒ No (If yes, attach a copy of the grant.)

Are benefits covered by the grant? ☐ Yes ☐ No

Are the duties of this position mandated? ☒ Yes ☐ No

1. What caused the increase in duties to justify adding this position?

The Affordable Care Act (ACA) has a direct impact on Economic Support administration. An additional workload will be assumed by Economic Support to accommodate the enrollment of

individuals currently eligible but not participating in Medicaid as well as assistance provided to individuals who are eligible for insurance through the federal healthcare exchange/Marketplace.

Lead Economic Support Specialists will be critical in implementing the numerous changes related to the ACA. In addition, there are several Foodshare and Medicaid eligibility changes in the proposed 2013-2015 State budget – these lead positions will assist in providing training and technical assistance for new and ongoing staff along with maintaining a partial caseload.

2. Are duties currently being done? Explain why current staff is unable to absorb the duties.

Yes. Economic Support Supervisors currently supervise a greater number of Economic Support staff when compared to other counties across the state. (The Economic Support staff determine eligibility for numerous low income programs: Foodshare, Medicaid, Badgercare Plus, Child Care Assistance and Wisconsin Home Energy Assistance Program. We currently serve over 24,000 households.)

An additional 8 Economic Support Specialist positions have been requested for the implementation of ACA and the increased workload associated with this. Additional ESS staff will be supervised by the existing Economic Support Supervisors. Lead Economic Support Specialists will be needed to assist in providing training and technical assistance to new and ongoing staff as supervisors take on the responsibilities associated with additional staff.

3. List alternative methods for accomplishing this work or methods for doing this work without existing or additional staff.

An alternative method for accomplishing this additional workload: add 1 Economic Support Supervisor and 1 more Economic Support Specialist. This would come at an increased cost. A more efficient, cost effective and preferred way to handle this additional workload and staff would be to hire to 2 lead economic support workers.

4. What service(s) would be reduced or eliminated if position is not created?

Additional funding will be provided by DHS to accommodate the increase in workload. Providing these services is required by the Department of Health Services.

- Failure to meet ES performance standards could result in corrective action by the State, including fiscal penalties.
- General supervisory duties & personnel issues would be difficult to manage.
- The already lengthy ES training program would increase due to limited supervisory time which would cause several problems:
 - Error rates would increase.
 - Decrease in quality customer service, increase in consumer complaints.
 - Basic needs of our consumers may not be met or met timely.
 - Delay in benefits.
 - Adverse effects on community based providers and agencies.

5. Please list the qualifications or combined education and experience for an individual filling this position.

Meet qualifications of an Economic Support Specialist. A minimum of 2 years' experience as an Economic Support Specialist is required. Performance evaluations must demonstrate above average performance as well as initiative and leadership activities.

If requesting a **RECLASSIFICATION or OTHER POSITION CHANGE**, fill in the information and answer the questions below:

Current Position Information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

Proposed Reclassification Position Information:

Job Title: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

1. What caused the change in duties to justify reclassifying or otherwise changing this position?
2. How long has this position been taking on these additional duties?
3. If reclassification, describe how the change in duties affects the knowledge, skills and abilities to perform the position.

HUMAN RESOURCES APPROVAL/ACTION *(HR only)*

Prepared by: _____ Date: _____

Comments: _____

Are you in agreement with the department's new position/reclassification request? ☐ Yes ☐ No

Pay Table: _____ Tentative Grade Placement: _____ Tentative Step: _____

Reviewed/Approved by: _____
(HR Manager Signature) (Date)

DOA REVIEW *(Admin only)*

I certify that I have reviewed and approved the fiscal impact for this table of organization change:

(Signature)

(Date)

Comments: _____

EXECUTIVE REVIEW *(County Executive only)*

(Signature)

(Date)

OK to proceed with inclusion of this new position/reclassification in budget process? ☐ Yes ☐ No

TABLE OF ORGANIZATION CHANGE REQUEST

Department: Human Services – Economic Support

Contact: Jenny Hoffman _____

Briefly explain requested table of organization change:

Add 8 Economic Support Specialist positions due to the increased workload with the Affordable Care Act (ObamaCare). **These positions are funded by revenue from the Department of Health Services.**

These positions are needed as of 7/1/13. 3 months of training is required for these staff to be ready to begin assuming this workload on 10/1/13.

If **DELETING** a current position, fill in the following information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

If adding a **NEW** position, fill in the information and answer the questions below:

Job Title: Economic Support Specialist _____

Hourly Pay Rate: \$17.76__ Annual Hours: 1950__ FTE: 8__ Grade: _____ Step: _____
(Administrative only)

Is this position grant funded? ☐ Yes ☒ No (If yes, attach a copy of the grant.)
Are benefits covered by the grant? ☐ Yes ☐ No

Are the duties of this position mandated? ☒ Yes ☐ No

1. What caused the increase in duties to justify adding this position?

The Affordable Care Act (ACA) has a direct impact on Economic Support administration. An additional workload will be assumed by Economic Support to accommodate the enrollment of individuals currently eligible but not participating in Medicaid as well as assistance provided to individuals who are eligible for insurance through the federal healthcare exchange/Marketplace.

3 months of training is required for Economic Support staff so a begin date of 7/1/13 is necessary. Workload increases are expected to begin October 1, 2013 when enrollment begins.

2. Are duties currently being done? Explain why current staff is unable to absorb the duties.

Yes, Economic Support Specialists have caseloads ranging from 840-1000+ cases. Implementation of the ACA will add cases to the existing caseloads. Caseload sizes are currently higher than our agency has ever experienced in the past and are being minimally maintained. Staff are stretched in their capacity to serve all consumers in a manner that meets our vision, mission and values.

3. List alternative methods for accomplishing this work or methods for doing this work without existing or additional staff.

- The Economic Support management team continues to look for efficiencies in all areas of Economic Support to help alleviate the additional workload.
- The Economic Support workload workgroup comprised of ES management and line staff meet regularly to look at overall workload and developing efficiencies.
- Overtime could be considered but with a significant cost.
- At this time there are no other alternative methods for covering these additional cases.

4. What service(s) would be reduced or eliminated if position is not created?

Additional funding will be provided by DHS to accommodate the increase in workload. Providing these services is required by the Department of Health Services.

If the positions were not created, the effects would be:

- Failure to meet ES performance standards could result in corrective action by the State, including fiscal penalties.
- Decrease in quality customer service.
- Basic needs of our consumers may not be met or met timely.

- Delay in benefits.
- Adverse effects on community based providers and agencies.

5. Please list the qualifications or combined education and experience for an individual filling this position.

Two years of post-secondary education in a business or human services related field, plus two years of professional experience in dealing with the public, and experience using a computer; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

If requesting a **RECLASSIFICATION or OTHER POSITION CHANGE**, fill in the information and answer the questions below:

Current Position Information:

Job Title as stated in current Table of Organization: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

Proposed Reclassification Position Information:

Job Title: _____

Hourly Pay Rate: \$_____ Annual Hours: _____ FTE: _____ Grade: _____ Step: _____
(Administrative only)

1. What caused the change in duties to justify reclassifying or otherwise changing this position?
2. How long has this position been taking on these additional duties?
3. If reclassification, describe how the change in duties affects the knowledge, skills and abilities to perform the position.

HUMAN RESOURCES APPROVAL/ACTION *(HR only)*

Prepared by: _____ Date: _____

Comments: _____

Are you in agreement with the department's new position/reclassification request? ☐Yes ☐No

Pay Table: _____ Tentative Grade Placement: _____ Tentative Step: _____

Reviewed/Approved by: _____
(HR Manager Signature) (Date)

DOA REVIEW *(Admin only)*

I certify that I have reviewed and approved the fiscal impact for this table of organization change:

(Signature) (Date)

Comments: _____

EXECUTIVE REVIEW *(County Executive only)*

(Signature) (Date)

OK to proceed with inclusion of this new position/reclassification in budget process? ☐Yes ☐No

No. 10h -- RESOLUTION TO LEASE TWO ACRES OF LAND AT 1445 BYLSBY AVENUE TO GREENWOOD ENERGY

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the county has owned a 12 acre parcel of property at 1455 Bylsby Avenue (Parcel ID# 6-32-A-1) in the City of Green Bay since 2007; and

WHEREAS, a total of 3.6 acres of the property are currently leased to Great Lakes Calcium; and

WHEREAS, Greenwood Energy is interested in a short-term lease of 2 acres in the northwest corner of the property for storage of fuel pellets at a rate of \$1,000/month; and

WHEREAS, Brown County has maintained an easement along the north side of the property for access to the acreage not under lease to Great Lakes Calcium; and

WHEREAS, Greenwood Energy is agreeable to the terms contained in the attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached lease agreement with Greenwood Energy.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Authored by: Port & Solid Waste Department & Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Impact: This Resolution does not require an appropriation from the General Fund because the purchase of property will be made by Port and Solid Waste Department (an enterprise fund) using Site Acquisition Funds accumulated for these purposes.

A motion was made by Supervisor Erickson and seconded by Supervisor Kaster **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/24/2013

ATTACHMENTS TO RESOLUTION #10h

SURFACE LEASE AGREEMENT

This SURFACE LEASE AGREEMENT (“Agreement”) is made and entered into this 1st day of June 1, 2013, by and between BROWN COUNTY, WISCONSIN, a body corporate pursuant to Wis. Stat. s. 59.01, through its Port and Solid Waste Department (“Lessor”), and GREENWOOD ENERGY, a Wisconsin corporation with its principal place of business being located at _____ in _____, Wisconsin (“Lessee”)(Collectively referred to as “Parties” in the plural and “Party” in the singular).

WITNESSETH:

WHEREAS, Lessor is the owner of a certain two (2) acre parcel of real estate located in Green Bay, Wisconsin, the parcel of which is more fully described in the document attached hereto as Exhibit “A” and incorporated herein by reference (“Premises”); and

WHEREAS, Lessee, a corporation in the business of using non-recyclable manufacturing waste to create sustainable fuel pellets that handle and burn like coal, but with significantly lower emissions, is interested in utilizing the surface of said Premises for the handling and storage of its pellets; and

WHEREAS, in furtherance of the above business use, Lessee now desires to occupy, and Lessor now desires to provide, the surface of the Premises ("Leased Premises") based upon the terms and conditions set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Rent and Term

In exchange for its occupancy and utilization of the Leased Premises in a manner consistent with this Agreement, Lessee shall pay to Lessor rental payments in an amount equal to the sum of one thousand dollars (\$1,000.00) per month ("Rent"), the payment of which shall be due and payable on or before the first day of each month commencing June 1, 2013 ("Commencement Date") through December 31, 2013 ("Initial Term"). Upon expiration of the Initial Term and upon mutual agreement of both Parties, subject to the Parties' rights/obligations hereunder, on January 1, 2014, this Agreement shall renew, but on a month-to-month basis ("Renewal Term"), upon the same terms and conditions that governed the Parties during the Initial Term, except that commencing March 1, 2014 of the first Renewal Term and on March 1st of each Renewal Term thereafter, Rent shall increase by 4% (e.g. on 3/1/14 from \$1,000.00/mo. to \$1,040.00/mo.; on 3/1/15 from \$1,040.00/mo. to \$1,080.00/mo.) until termination hereof.

2. Leased Premises

As outlined and identified in Exhibit "A", the Leased Premises consist of a 212' by 410' (2.0 acres) parcel of land with a rough surface area from having previously been filled with broken concrete. During the Initial Term of this Agreement, as well as any and all Renewal Term(s) thereafter, Lessee shall, at its sole cost, maintain the surface area of the Leased Premises in the manner conveyed to Lessee on the Commencement Date.. The failure of Lessee, as reasonably determined by Lessor, to maintain the surface area consistent herewith shall constitute a material breach of this Agreement, affording Lessor the right, in its sole discretion, to terminate this Agreement, subject to Section 10 hereof. A failure by Lessor to initiate termination, or, subject to Section 10, terminate this Agreement upon Lessee's breach hereof shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure hereunder. .

3. Lessor's Right of Access

Throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessor shall retain the right to use at any time and for any purpose a 15' wide driveway along the north side of the Leased Premises' to access the Lessor's property to the west of the Leased Premises ("Right of Access"). Lessee shall not obstruct, or interfere with this Right of Access at any time or in any manner, absent advance authorization from Lessor. Lessor shall have the right to grant, transfer and/or convey this Right of Access to other lessees or purchasers of the Lessor's property to

the west of the Leased Premises. In addition, Lessor shall have the right, upon reasonable notice, in the manner prescribed by Section 15 ("Notice"), to Lessee, to enter the Leased Premises for purposes of inspecting or showing the same and shall further retain, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), the right to use any of its property not included within the Leased Premises for any purpose whatsoever; provided, it does not unreasonably interfere with Lessee's intended use, as described herein, of the Leased Premises.

4. Use

Lessee shall be permitted to use the Leased Premises for the sole purpose of handling and storing its fuel pellets. Lessee is prohibited from using the Leased Premises for any unlawful purpose; shall comply with all federal, state, and/or local laws, ordinances, and regulations governing its authorized use of the Leased Premises; and shall indemnify, defend, and hold Lessor harmless from any penalty, damage, claim, loss and/or charge that is alleged, imposed and/or incurred as a result of Lessee's use of the Leased Premises, after the Commencement Date, in violation of any such laws, whether federal, state or local, ordinances, and/or regulations. The Parties, as well as and any other authorized user of the Leased Premises or Lessor's property adjacent to the Leased Premises shall adhere to Section 3 of this Agreement and shall further cooperate with the other Party and/or said authorized user when the need for additional access to premises arises; the cooperation of which shall include, but shall not be limited to, securing and locking gates for ingress and egress.

Lessee may begin use of the Leased Premises effective March 1, 2013 under the conditions of this Agreement with the understanding that this Agreement has not been fully executed by Lessor, and thus, does not constitute a binding contract against Lessor until its execution thereof. Should Lessor be unable to fully execute this Agreement, upon thirty (30) days advance Notice from Lessor, Lessee shall, at Lessee's sole cost, vacate the Leased Premises and restore it to the condition it was in when transferred to Lessee on March 1, 2013, which shall further involve remedying any and all damages to, or issues arising out of its use of, the Leased Premises, including, but not limited to, any and all environmental damages, nuisance claims, and/or any other action, loss, grievance, or cost associated with Lessee's occupancy and use of the Leased Premises.

5. Indemnification/Insurance

Lessee agrees that, at all times during the Initial Term or any Renewal Term(s) of this Agreement, is shall be required to indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, from and against any and all losses, damages, lawsuits, costs, liabilities, expenses and/or claims, including, but not limited to claims relating to any personal injury, death or property loss, arising, whether directly or indirectly, out of Lessee's occupancy of the Leased Premises, Lessee's use of the Leased Premises and/or any other acts or omissions of Lessee under this Agreement. The provisions of this Section 7 shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees. Notwithstanding, Lessor, Brown County and/or its agents, officers and employees do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes/provisions.

In addition to the foregoing, Lessee shall, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), maintain at its sole cost and expense general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 and shall further provide Lessor with a certificate of insurance, showing it as an additional named insured thereunder. . Lessee shall afford Lessor thirty (30) days advance Notice of any change in the coverage required hereunder.

Provided its discovery of the same, Lessor hereby agrees to give prompt written Notice to Lessee of any claim against Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of Lessee, its agents and employees, in connection with Lessee's use or occupancy of the Leased Premises.

6. Environmental Compliance & Indemnification

a. All capitalized terms used in this Section and not heretofore defined shall have the meanings set forth below:

(1) **"ENVIRONMENTAL CLAIMS"** means any and all actions, suits orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that have been threatened, brought, issued, asserted or alleged by: i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence or actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.

(2) **"ENVIRONMENTAL LAW"** means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment,

generation, transportation, processing, handling, production or disposal of Hazardous Substances.

- (3) **“ENVIRONMENTAL PERMITS”** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.
 - (4) **“HAZARDOUS SUBSTANCE”** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.
 - (5) **“RELEASE”** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including, without limitation, any environmental media and the abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.
- b. Lessor represents and warrants to Lessee that, except for preexisting and remediated petroleum contamination at the property, to the best of Lessor's knowledge and belief, each of the following is true for the Leased Premises:
- (1) No Releases of Hazardous Substances have occurred at, onto, from, under, or in (or are migrating from) the Leased Premises;
 - (2) There is no Hazardous Substance present at, under or in (or migrating from), nor is any contamination, pollution, or other condition at, the Leased Premises which would require reporting of the same to a federal, state or local agency or body and/or investigation, remediation, monitoring or any other action under any Environmental Law;
 - (3) The Leased Premises have never been used for the treatment, storage or disposal (including, without limitation, the depositing on or below the surface of the ground) of Hazardous Substances, septage, household or commercial garbage, or any other waste;
 - (4) There are no underground storage tanks currently located at the Leased Premises;

- (5) The Leased Premises are, and at all times during Lessor's ownership thereof, being, used, operated and maintained in compliance with all applicable Environmental Laws;
 - (6) With regard to the Leased Premises or to materials or wastes sent from the Leased Premises for treatment, storage, recycling and/or disposal elsewhere, there are no past, pending or threatened Environmental Claims, nor is the Lessor aware of any set of facts which could reasonably be expected to give rise to an Environmental Claim;
 - (7) There are no federal, state or local regulated wetlands at the Leased Premises; and
 - (8) There are no facts, circumstances or conditions at the Leased Premises which reasonably could be expected to restrict or prevent, under any Environmental Law in effect as of the Commencement Date, Lessee's tenancy, occupancy and unrestricted use of the Leased Premises.
- c. Lessor's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.
- d. Lessee covenants and agrees that:
- (1) Lessee will not use, generate, manufacture, produce, Release, store, transport to or from, discharge or dispose of on, under or about the Leased Premises any Hazardous Substance or allow any other person or entity to do so, except for limited quantities of products or materials used in connection with Lessee's operations, and provided that such materials are at all times handled and stored in accordance with all applicable Environmental Laws and good industrial practices, including containment arrangements where appropriate.
 - (2) Lessee shall obtain and keep in force, and at all times during the Initial Term or any Renewal Term(s) of this Agreement remain in compliance with all required Environmental Permits, if any, relative to its use and occupancy of the Leased Premises.
 - (3) Lessee shall promptly provide Lessor with copies of any notices of Releases or violations which it either receives or is required to give under any Environmental Law.
- e. Lessee's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.

7. Environmental Indemnities

- a. The Parties agree and Lessor hereby covenants that, upon and after the Commencement Date, Lessor shall forever indemnify, assume, defend and hold Lessee, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs,, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively

“Losses”) which may be imposed upon, incurred by or asserted or awarded against any Lessee Indemnified Party resulting from or arising out of any of the following;

- (1) Any material misrepresentation or material inaccuracy in any representation or warranty in Section 6, above.
 - (2) Lessor’s noncompliance with, or violation of, any obligations contained in Section 6 above..
 - (3) Any Environmental Claim under applicable Environmental Laws currently in effect on the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the Commencement Date, so long as said Environmental Claim could not have reasonably been known, discovered or asserted until after the Commencement Date.
 - (4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, prior to or as of the Commencement Date, even if such Release is not reasonably capable of being discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues, absent any fault or negligence of Lessee, after such date.
 - (5) Any Release of a Hazardous Substance by Lessor, its employees, agents and/or representatives at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, subsequent to the Commencement Date except to the extent that said Release was caused by or contributed to by Lessee and/or Lessee’s employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.
- b. The Parties agree and Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns (“Lessor Indemnified Parties”), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys’, expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively “Losses”) which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following:
- (1) Lessee’s noncompliance with, or violation of, any Environmental Law, including any covenant, warranty or representation set forth in Section 6, with regard to the Leased Premises and/or its performance under this Agreement.

- (2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance or other condition created by Lessee, its employees, officers, agents, representatives, contractors, invitees, guests and/or assigns, at or around the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessee, its employees, officers, agents, representatives, contractors, and/or assigns, after the Commencement Date.
 - (3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessee or Lessee's employees, officers, agents, representatives, contractors, guests, assigns or invitees.
- c. Except as otherwise expressly provided above, the Party seeking to enforce an indemnity obligation pursuant to this Section 6 shall have the burden of demonstrating that such indemnity obligation rests with the other Party.

8. Discharge of Liens

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens ("Liens"). Lessee shall, whenever and as often as any such Liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable Notice and request in writing from Lessor, defend, indemnify and hold Lessor harmless, at Lessee's expense, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") arising out of any such Lien. If Lessee fails to procure the discharge as aforesaid of any such Lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor incurs in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after Notice from Lessor of the amount due.

9. Taxes

Lessee shall pay all taxes and assessments attributable to any pre-authorized improvement and/or personal property hereinafter placed or utilized on the Leased Premises.

10. Revisions and/or Terminations

- a. Lessor may declare this Agreement terminated if Lessee should default in the payment of any obligations under this Agreement, or in the due performance of the obligations hereunder, and the default continues for a period of thirty (30) days after written Notice is given by Lessor to Lessee of the same. Further:

- (1) Failure to comply with any part of this Agreement by Lessor or Lessee may be considered cause for revision, suspension, or termination.
 - (2) Revisions of this Agreement must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both Parties.
- b. Lessee may declare the Agreement terminated if Lessor is in material default of any of its obligations under the Agreement, including all warranties and covenants hereunder, and such default continues for a period of thirty (30) days after written Notice is given by Lessee to Lessor

11. Upon Termination

Lessee agrees, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), that all materials shall be removed from the Leased Premises and the Premises be returned to the condition in which it was delivered to Lessee by Lessor on the Commencement Date. Lessee further agrees that, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good order as of the Commencement Date, natural wear and tear and loss or damage due to an act of God excepted.

12. Other Terms and Conditions

Lessee covenants and agrees that it shall, throughout the Initial Term or any Renewal Term(s) of this Agreement be responsible for the payment of all utilities applicable to the operation and use of the Leased Premises by Lessee and shall further be responsible for the maintenance of all authorized improvements to or on the Leased Premises.

13. Assignment/Subletting

This Agreement and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

14. Arbitration After Failure of Negotiations

If any matter arises involving the performance or interpretation of this Agreement which the Parties are unable to settle by mutual agreement, and wherever this Agreement provides adjustments, changes or settlements by mutual agreement of the Parties and the Parties are unable to reach a mutually satisfactory agreement within a reasonable time, all such matters may, upon written approval by both Parties, be settled and determined by a Board of Arbitration consisting of three members-one member to be named by each of the Parties hereto and the third to be selected by the two so named. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be selected and named by the American Arbitration Association. If either Party fails to name and select its arbitrator within ten days after the Parties' approval of arbitration, such Party shall be deemed to have designated its chief executive officer as its arbitrator. The arbitration proceedings shall otherwise be conducted in accordance with the prevailing rules and regulations of the American

Arbitration Association, and the findings and conclusions of a majority of said Board of Arbitration shall be binding on both Parties to this Agreement.

In the event that the Parties do not approve utilization of the above process for settling their disputes hereunder, any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of said Circuit Court for purposes of the same.

15. Notices

Any Notice by either Party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor: Brown County Port and Solid Waste Department
Dean Haen, Director
2561 S. Broadway Street
Green Bay, WI 54304

If to Lessee: Ted Hansen
General Manager
Greenwood Fuels WI LLC
600 Liberty Street
Green Bay, WI 54304

16. Binding Effect

The terms and covenants contained in this Agreement (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

17. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

18. Severability

If any term, covenant, condition or provision of this Agreement or the application thereof to any Party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

BROWN COUNTY

GREENWOOD FUELS WI LLC

By _____
Troy Streckenbach, Brown County Executive

By: _____
Ted Hansen, General Manager

By _____
Sandy Juno, Brown County Clerk

**No. 10i -- RESOLUTION TO LEASE SIX ACRES OF LAND AT 3800 HERITAGE ROAD
TO FORWARD VISION ENVIRONMENTAL**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the county owns 133 acres located at 3800 Heritage Road in the City of De Pere; and

WHEREAS, a total of 50 acres of the property are currently known as the Brown County East Landfill; and

WHEREAS, Forward Vision Environmental is interested in a short-term lease of 6 acres in the northeast corner of the property for storage & recycling of residentially derived asphalt shingles at a rate of \$8,000/year for the first 4,000 tons and \$2/ton for every ton above and beyond 4,000 tons annually; and

WHEREAS, Brown County has a Wisconsin Department of Natural Resource requirement to care for the East Landfill for 40 years to maintain the Landfill and its infrastructure; and

WHEREAS, Forward Vision Environmental is agreeable to the terms contained in the attached addendum lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached addendum lease agreement with Forward Vision Environmental.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: Port & Solid Waste Department & Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Impact: This Resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor Dantine and seconded by Supervisor Landwehr “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/24/2013

ATTACHMENTS TO RESOLUTION #10i

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: April 19, 2013
REQUEST TO: Planning, Development and Transportation Committee
MEETING DATE: May 20, 2013
REQUEST FROM: Dean R. Haen, Director
REQUEST TYPE: x New resolution ☐ Revision to resolution
 ☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution to Lease six Acres of Land At 3800 Heritage Road, De Pere WI 54115

ISSUE/BACKGROUND INFORMATION:

Opportunity to lease 6 acres of land for \$8,000/year for the first 4,000 tons then \$2/ton above 4,000 tons.

ACTION REQUESTED:

Approval

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

- Is there a fiscal impact? x Yes ☐ No
- a. If yes, what is the amount of the impact? \$8,000 annually
- b. If part of a bigger project, what is the total amount of the project? \$ 0
- c. Is it currently budgeted? ☐ Yes x No
1. If yes, in which account?
2. If no, how will the impact be funded?

x ☐ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

Addendum to Brown County Standard Contract Service Description, Shingle Recycling at Transfer Station and RFQ 1580

This Addendum dated April 16, 2013, is hereby agreed to by and between Brown County Port & Solid Waste Department (Lessor) and Forward Vision Environmental (Lessee) (collectively “Parties”) and shall be incorporated into and become a part of the original Lease Agreement dated July 16, 2012 (Lease Agreement).

WHEREAS, the Parties entered into a Lease Agreement for a three (3) year term commencing July 16, 2012; and,

WHEREAS, the Parties desire to add this addendum to that Lease Agreement; and,

WHEREAS, Lessee desires to lease the East Landfill to expand the Shingle Recycling Program (Program) to the East Landfill located at 3800 Heritage Road, DePere, Wisconsin; and,

WHEREAS, Lessor operates the East Landfill and desires to lease a portion of the Landfill for Lessee's needs for asphalt shingle recycling.

NOW THEREFORE, in consideration of the mutual covenants and promises stated below the parties agree as follows:

1. Original contract term: The Lease Agreement is for a three (3) year term commencing July 16, 2012, and running through June 30, 2015, with the option to renew said Lease Agreement for two (2) additional one (1) year Renewal Term. It is the intent of the Parties that this Addendum expands the Shingle Recycling Program (Program) to the East Landfill (Leased Premises) and shall be incorporated into the Lease Agreement encompassing the same terms as the original Lease Agreement.

2. Lessor's Responsibilities:

a. Lessor shall approve in writing the leasing of approximately 8,000 square feet of its East Landfill located at 3800 Heritage Road, DePere, Wisconsin, prior to this Addendum becoming effective and Lessee utilizing any part of the property.

b. Lessor will supply a power pole and utility meter in an "as is" state, for use by Lessee.

c. Lessor shall invoice Lessee monthly for 1/12 of the annual lease payment plus two dollars (\$2) per incoming ton in excess of four thousand (4,000) tons annually.

d. Lessor & Lessee shall both share their delinquent account list with each other. Delinquent accounts shall not be allowed to go directly to the other shingle recycling location.

3. Lessee's Responsibilities:

a. Lessee desires to lease approximately eight thousand (8,000) sq. ft. from Lessor at the East Landfill, 3800 Heritage Road, DePere, Wisconsin for asphalt shingle recycling.

b. If Lessee desires to modify the power pole or to increase power or utilities, Lessee shall do so at Lessee's sole expense and in accordance with all federal, state and local laws. All utility costs related to the power pole and meter(s) shall be invoiced to Lessee at Lessee's sole expense.

c. Lessee shall pay a minimum lease rate of eight thousand dollars (\$8,000) per year to lease the premises at the East Landfill. The first four thousand (4,000) incoming tons are included in the minimum lease rate. Lessee shall pay two dollars (\$2) per incoming ton in excess of four thousand (4,000) tons per year.

d. Lessee shall pay the invoice within thirty (30) days from the date of invoice. If Lessee fails to pay in full within the thirty (30) days, Lessor reserves the right to refuse any future shipments from Lessee until payment is received in full for any amounts due and owing, and may require payment in advance of accepting shipment.

e. Lessee shall provide the scale, scale operator, billing and all permits required by the Wisconsin Department of Natural Resources (WDNR), any other government entity and the Town of Ledgeview. Lessee shall provide a copy of all permits and agreements with the Town of Ledgeview, WDNR and any other government entity or department to Lessor within thirty (30) days of signing this Addendum.

f. Lessee shall not make modifications, alterations or encumber the Leased Premises without the written consent and approval of Lessor. Upon approval by Lessor and prior to any modifications or alterations to the Leased Premises, Lessee, shall present a written plan to Lessor identifying the proposed modification or alteration. Such plans must be approved in writing by Lessor in advance of the initiation of such modification or alteration. Such work shall be done at the sole expense of Lessee without damage to the remaining portion of the East Landfill. Lessee shall provide Lessor with certification by all companies engaging in such activities to modify the Leased Premises that all work has been done in compliance with state and local codes, and done in a workmanlike manner. Such certification shall be provided in writing to Lessor at the address contained in the Original Contract. Lessee shall obtain security in the form of a performance bond in the amount necessary to complete any project, and shall be responsible for all lien waivers for any work being done on the Leased Premises. Lessee shall be required to carry insurance in amounts and terms required and approved by Lessor. Lessee shall abide by all the terms and conditions set forth by Lessor in their written approval to modify or alter the Leased Premises.

g. At the end of the Lease Term, Lessee agrees to return the property to its original condition, unless Lessor indicates in writing to Lessee otherwise. All modifications or alterations constructed on the Leased Premises from and after Lessee's date of occupancy shall become the property of Lessor, unless Lessor demands removal by Lessee, then Lessee shall be responsible for removal within thirty (30) days at Lessee's sole cost and expense. If Lessee fails to remove the modifications or alterations after demand is made by Lessor, Lessor may remove and assess the costs to Lessee taking judgment against Lessee in the amount of said removal.

h. This Addendum shall immediately terminates in the event the Lessee surrenders, vacates, abandons, or dispossesses the Leased Premises, and Lessee shall be responsible to pay for the remainder of the minimum lease rate per year for the entire contract term remaining.

i. Lessee shall pick-up all litter (plastic, wood, paper, nails, etc.) daily from the shingle recycling process. If Lessor's vehicles get a flat tire from a nail in the shingle recycling process, Lessee shall be responsible to pay for the cost of repair.

j. Lessee shall keep the Leased Premises neat and orderly. If Lessor is required to clean up after the Lessee, the cost of maintaining the Leased Premises will be paid to Lessor by Lessee. If Lessor notifies Lessee of refuse, the Lessee will be given 24 hours to pick up the refuse.

k. Lessee shall provide a lock and maintain the incoming and outgoing gates, and shall be responsible for any person(s) Lessee or its employees, agents, officers or assigns allow on the Leased Premises.

l. Lessee shall provide to Lessor the WDNR Exemption, Certificate of Insurance and Owner Financial Responsibility within thirty (30) days of signing this Addendum.

m. Lessee shall place shingles (sorted or dirty) only in areas designated by the Lessor.

n. Lessee shall provide their own bathroom, water, electricity, other utilities and office space.

o. Lessee shall insure its employee is located on the premise during all open hours.

p. Lessee shall charge the same recycling rates established by Brown County at the Transfer Station as at the East Landfill.

4. At the time of execution of this Addendum, Lessee shall pay to Lessor, the amount of two thousand dollars (\$2,000) as security to cover any nonpayment of rent or any damages to the Leased Premises by Lessee, its employees, officers, agents, assigns or invitees.

5. The provisions of this Addendum are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Addendum shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Addendum.

6. All parties have contributed to the drafting of this Addendum. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

7. The persons signing this Addendum warrant that they have been authorized to enter into this Addendum by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Addendum.

Forward Vision Environmental

Date

Patrick R. Hoslet, Co-owner

Brown County Port & Solid Waste Department

Date

Dean Haen, Director

Brown County

Date

Troy Streckenbach, County Executive



BROWN COUNTY STANDARD CONTRACT

Service Description: Shingle Recycling at Transfer Station

Time of Performance: Initial contract term is for three (3) years starting July 16, 2012 thru June 30, 2015 with the option of two (2) additional one (1) year renewals

Total Amount of Contract: Brown County to pay contractor \$25.00/ton for clean and dirty shingles thru 12/31/2012. All customers of Forward Vision Environmental LLC shall be required to use the Brown County scale during this time period to weigh material.

Starting 1/01/2013 Brown County to pay contractor \$15.00/ton for clean shingles and \$25.00/ton for dirty shingles. All material hauled in shall use the Brown County scale to weigh the material.

Contractor to pay Brown County \$700.00/month to lease 3000 square feet of outside space near the Transfer Station building.

The parties to this CONTRACT are Forward Vision Environmental LLC (hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance, schedules and invoices will be approved by: Chad Doverspike

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY

agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

1. REQUIREMENTS: The CONTRACTOR is required to

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

2. SCOPE OF SERVICES: Reference RFB 1580 for project details and attachments.

CONTRACTOR and its subcontractors agree to fulfill all obligations described in County's RFB for Project 1580.

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

3. SPECIFIC CONDITIONS OF PAYMENT: Payment to be made after completion and acceptance of the project by Brown County. Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

Payment Schedule

For Payments to Contractor: Net 30 days from receipt of a properly completed invoice.

For Lease Payments by Contractor to Brown County: Must be paid by the 1st day of each month.

4. REPORTS:

- A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished

documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

6. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3., Specific Conditions of Payment Section 66.0135. Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section 22.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

7. DISPUTES: In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or his/her designee prevails.

8. INDEMNIFICATION AND DEFENSE OF SUITS: The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from

any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

9. REGULATIONS: CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

10. SAFETY REQUIREMENTS: All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

11. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

12. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 24. The written notice shall be provided to the CONTRACTOR at least thirty (30) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

13. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

14. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

15. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

17. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

18. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

19. NON-DISCLOSURE:

- A. **Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.
- B. **Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.
- CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.
- C. **Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. **Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to Brown County and CONTRACTOR will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

20. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections 20, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

21. DISCRIMINATION PROHIBITED:

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

23. FORCE MAJEURE:

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

24. OTHER PROVISIONS:

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.
- C. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or terminated, the County may terminate this contract by providing forty-five (45) days written notice to CONTRACTOR.

25. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

Forward Vision Environmental LLC
3188 Manitowoc Rd.
Green Bay, WI 54311

And to the COUNTY at:

Brown County Purchasing
305 E. Walnut Street, 5TH Floor
PO Box 23600
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

SIGNATURE PAGE TO THE

BROWN COUNTY SERVICE CONTRACT

ON FOLLOWING PAGE.

And to the COUNTY at:

Brown County Purchasing
305 E. Walnut Street, 5TH Floor
PO Box 23600
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by
"Regular Mail" and deemed delivered upon receipt by the addressee.

<p>BROWN COUNTY PURCHASING</p> <p>Dale C. DeNamur, Buyer</p> <p>Signature: <u>Dale C. De Namur</u></p> <p>Date: <u>7-30-12</u></p> <p>BROWN COUNTY PORT & SOLID WASTE</p> <p>Dean Haen, Interim Director</p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>7-17-12</u></p> <p>BROWN COUNTY EXECUTIVE</p> <p>Troy Streckenbach, County Executive</p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>7/21/12</u></p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: <u>Forward Vision Environmental</u></p> <p>Address: <u>3188 Manitowish Rd.</u></p> <p>City/State: <u>Green Bay WI</u></p> <p>Zip Code: <u>54311</u></p> <p>Printed Name: <u>Patrick R. Hoslet</u></p> <p>Signed Name: <u>Patrick R. Hoslet</u> (Required)</p> <p>Title: <u>Co Owner</u></p> <p>Date: <u>7-12-12</u></p> <p>Distribution:</p> <p>Original – Purchasing Copy – Contractor(s) Copy – Responsible Department(s)</p>
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No. 10j -- **RESOLUTION TO AUTHORIZE THE PARTICIPATION OF BROWN COUNTY
IN FORMING A BAY-LAKE REGIONAL LOAN FUND**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the State of Wisconsin Department of Commerce (now WEDC) developed an initiative that seeks to consolidate the local CDBG Business Revolving Loan Funds that exist in Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan counties in the Bay-Lake region into a regional loan fund; and

WHEREAS, the proposed consolidation is in Brown County's economic interest as it will provide a more effective financing program that will remove existing federal regulations, open up the funds to more businesses and projects, streamline fund management, and relieve individual communities of administrative and legal responsibilities; and

WHEREAS, Brown County has reviewed the Bay-Lake Regional Loan Fund draft manual; has considered the advantages and disadvantages of participation; and recommends Brown County participation in forming a Bay-Lake regional loan fund; and

WHEREAS, the Bay-Lake regional loan fund will implement a regional strategy that encourages local governments to work together, streamlines the management of RLFs, and improves local capacity for economic development.

NOW, THEREFORE BE IT RESOLVED, that the Brown County Board agrees to participate with Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan Counties to form a Bay-Lake regional loan fund.

BE IT FURTHER RESOLVED, that the Brown County Board authorizes the Brown County Executive to sign and execute all necessary documentation to complete said participation on behalf of Brown County.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Dantine and seconded by Supervisor Steffen **"to adopt"**.

Following discussion, a motion was made by Supervisor Vander Leest and seconded by Supervisor Evans **"to suspend the rules to allow interested parties to address the Board"**. Voice vote taken. Motion carried unanimously with no abstentions.

Fred Monique, Vice President Economic Development at Advance, explained the benefits of joining the Bay-Lake Regional Loan Fund. The Supervisors asked questions of Mr. Monique and Chuck Lamine, Brown County Planning Director.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Dantine “**to return to the regular order of business**”. Voice vote taken. Motion carried unanimously with no abstentions.

Vote taken on Supervisor Dantine’s motion “**to adopt**”. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

ATTACHMENT TO RESOLUTION #10j

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: May 10, 2013

REQUEST TO: Planning, Development & Transportation Committee

MEETING DATE: May, 20, 2013

REQUEST FROM: Chuck Lamine
Planning Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
 ☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution to Authorize the Participation of the Brown County Economic Development Revolving Loan Fund in Forming a Bay-Lake Regional Loan Fund

ISSUE/BACKGROUND INFORMATION:

To authorize Brown County’s participation in a regional (eight county Bay-Lake Region) Economic Development Revolving Loan Fund (RLF) program. Brown County would transfer the existing Brown County Economic Development RLF program portfolio and available fund balance to the regional RLF loan entity. Brown County will have representation on the board of directors for the regional RLF entity. Smaller loans of less than \$250,000 could still be authorized at the county level. Participation in the regional RLF program will enable larger business loans as well as access to a larger pool of loan funds. Participation would also enable the de-federalization of the funds which will reduce some of the burdensome regulatory requirements and enable greater flexibility in the use of the funds for economic development purposes. Staff of Advance and the City of De Pere in addition to the Brown County Planning Director participated in monthly meetings to discuss the regional RLF proposal. In addition to Brown County the City of DE Pere and the Village of Howard have community RLF programs. In order for the communities to participate in the regional RLF program the resolution must be approved by Brown County.

ACTION REQUESTED:

Recommendation by the Planning, Development & Transportation Committee to the Brown County Board for Approval of the Resolution to Authorize the Participation of the Brown County Economic Development Revolving Loan Fund in Forming a Bay-Lake Regional Loan Fund

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? Transfer of the existing Brown County RLF loan portfolio as well as the available RLF program funds (non-levy funds) of approximately \$500,000 to the regional RLF program.
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? The source of funds for the loan portfolio and the available funds were originally state grants to Brown County of federal CDBG-Economic Development funds that were loaned to businesses and repaid. Existing funds would be transferred to the regional RLF program. Financial monitoring responsibilities and expenses would be taken on by the regional RLF entity.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

No. 10k -- RESOLUTION IN FAVOR OF FREEZING RENEWABLE ENERGY REQUIREMENTS AT THE 2011 LEVEL

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, under current law, a retail electric utility or cooperative (electric provider) is subject to certain requirements for ensuring that, in a given year, a specified percentage of the electricity that the electric provider sells to retail customers or members is derived from renewable energy; and

WHEREAS, the utilities and cooperatives were given a baseline percentage with which to comply; and

WHEREAS, in 2010, an electric provider was required to increase its percentage of renewable energy sold to two percentage points above its baseline renewable percentage; and

WHEREAS, in 2011 to 2014, an electric provider is required to ensure that its percentage of renewable energy sold does not decrease below the percentage required in 2010; and

WHEREAS, in 2015, an electric provider is required to increase its percentage of renewable energy sold to six percentage points above its baseline renewable percentage; and

WHEREAS, in 2016, and each year thereafter, an electric provider is required to ensure that its percentage of renewable energy sold does not decrease below the percentage required in 2015; and

WHEREAS, a proposal has been submitted which will freeze the renewable energy requirements at the 2011 levels, and this resolution favors such a freeze.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors favors freezing the renewable energy requirements at the 2011 levels.

BE IT FURTHER RESOLVED, that Brown County Clerk be directed to forward a copy of this resolution to all Wisconsin Counties and the Wisconsin Legislature.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Erickson and seconded by Supervisor Vander Leest **“to adopt”**.

Following discussion, a vote was taken on Supervisor Erickson’s motion **“to adopt”**. Roll Call #10k(1):

Ayes: Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Kaster, Van Dyck, Jamir, Campbell, Moynihan, Steffen, Carpenter, Lund

Nays: Sieber, De Wane, Hoyer, La Violette, Williams, Robinson, Clancy, Fewell

Total Ayes: 18 Total Nays: 8

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/24/2013

No. 10I -- AN ORDINANCE TO AMEND SECTION 26.06 OF THE BROWN COUNTY CODE ENTITLED “ANIMAL WASTE MANAGEMENT”

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection 26.06 APPLICABILITY. This ordinance applies only in unincorporated areas of Brown County and incorporated areas of Brown County which have delegated such authority to Brown County. Abandonment

requirements apply to all animal waste storage facilities regardless of the date of construction. Nutrient Management Plan (590) provisions shall apply to all animal waste storage facilities issued a permit under this ordinance regardless of the date of construction. Animal feedlot requirements shall apply only to sites that exceed the prohibitions in section 26.11 of this ordinance or the standards in Section 10.04(1)(b), Brown County Code; or receive a notice of discharge under ch. 283 Wis. Statutes; or existing sites that exceed 500 animal units; or new animal feedlots that exceed 40 animal units.

Section 2 - This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Impact: This Ordinance does not require an appropriation from the general fund.

A motion was made by Supervisor Landwehr and seconded by Supervisor Dantine “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:	<u>\s\ Troy Streckenbach, County Executive</u>	Date:	6/24/2013
Approved by:	<u>\s\ Sandra L. Juno, County Clerk</u>	Date:	6/20/2013
Approved by:	<u>\s\ Patrick Moynihan, Jr., Board Chairman</u>	Date:	6/19/2013

Closed Session:

No. 11 -- Pursuant to Wis. Stats. 19.85(1)(f): Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories, data, or involved in such problems or investigations (In regard to #9d – Communication from Supervisor Nicholson re: Review the ordinance/policy/county code that prohibits county employees to do lobbying own interest on county time). NO CLOSED SESSION.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW. NONE.

Late Communications:

No. 12a -- FROM SUPERVISOR NICHOLSON RE: REVIEW THE POSITION OF DEPUTY CORPORATION COUNSEL WITH CLOSED SESSION.

Refer to Administration Committee.

No. 12b -- FROM SUPERVISOR ERICKSON RE: IT HAS COME TO MY ATTENTION THAT THERE IS NOT ANY HANDICAP CAR/BOAT/TRAILER PARKING AT THE SUAMICO BOAT LAUNCH

Refer to Education and Recreation Committee.

No. 12c -- FROM SUPERVISOR ERICKSON RE: HAVE THE COUNTY LOOK INTO THE IDEA OF HAVING OUR OWN CLINIC FOR OUR EMPLOYEES ON THE COUNTY MEDICAL INSURANCE. THE GREEN BAY SCHOOL DISTRICT HOUSES SUCH A CLINIC AT THE DISTRICT OFFICE AND WOULD BE THE FIRST PLACE TO LOOK AS WE EXPLORE THIS IDEA.

Refer to Executive Committee.

No. 12d -- FROM SUPERVISOR DANTINNE RE: TO HAVE BROWN COUNTY HIGHWAY REVIEW THEIR ADMINISTRATION CHARGES TO LOCAL MUNICIPALITIES AND REPORT TO PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE FOR REVIEW.

Refer to Planning, Development and Transportation Committee.

No. 12e -- FROM SUPERVISOR VANDER LEESE RE: CREATE AN ORDINANCE REQUIRING THE GOLF COURSE TO CREATE A GOLF COURSE MAINTENANCE FUND AND A POLICY THAT SPLITS EXCESS REVENUE BETWEEN 75% TO THE GOLF COURSE MAINTENANCE FUND AND 25% TO THE GENERAL FUND.

Refer to Education and Recreation Committee.

No. 12f -- FROM SUPERVISOR LA VIOLETTE RE: IN SUPPORT OF OUR SCHOOL DISTRICTS AND OUT OF RESPECT FOR OUR ENTIRE GREAT COMMUNITY, ALL OF THE PEOPLE WE REPRESENT, I PROPOSE PASSAGE OF A RESOLUTION STATING ZERO TOLERANCE FOR BULLYING THROUGHOUT BROWN COUNTY GOVERNMENT.

Refer to Executive Committee.

No. 13-- BILLS OVER \$5,000 FOR PERIOD ENDING MAY 31, 2013

A motion was made by Supervisor Hoyer and seconded by Supervisor Williams “**to pay the bills for the period ending May 31, 2013**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 14 -- CLOSING ROLL CALL.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Zima, Vander Leest, Evans, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Campbell, Moynihan, Steffen, Carpenter, Lund, Fewell

Total Present: 26

**No. 15 -- ADJOURNMENT TO WEDNESDAY, JULY 17, 2013, AT 7:00 P.M.,
LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET,
GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Vander Leest and seconded by Supervisor Evans **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 10:10 p.m.

/s/ Sandra L. Juno

SANDRA L. JUNO
Brown County Clerk